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No. 24] NEW DELHI, JUNE 8—JUNE 14, 2008, SATURDAY/JYAISTHA 18—JYAISTHA 24, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (उत्तर मंत्रालय को छोड़कर) द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विकास मंत्रालय

(प्रत्यक्ष विभाग)

(केन्द्रीय-प्रत्यक्ष कार्य बोर्ड)

नई दिल्ली, 5 जून, 2008

क्र.आ. 1382—सर्वसाधारण की जानकारी के लिए एवमुक्त यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 59 और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2006 से संगठन दि. चोलन्टरी हेल्थ सर्विसेस, चेन्नई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यक्षेत्रों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, ताम्रतः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा इसके सामाजिक क्षेत्रों के माध्यम से वैज्ञानिक अनुसंधान को जारी रखेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के समीकरण में क्या परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखापरीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आम की विवरणी प्रस्तुत करने की निश्चित तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखाकार परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपयुक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी सेवा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त राशि एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्यकलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्यकलाप को जापज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5क के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के उपबंधों के अनुरूप नहीं होगा तथा उक्त पालन नहीं करेगा।

[अधिसूचना सं. 68/2008/फा.सं. 203/40/2008-आ.क.नि.-II]

रेनु जीहरी, निदेशक

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 5th June, 2008

S.O. 1332.—It is hereby notified for general information that the organization The Voluntary Health Services, Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-Tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2006 in the category of 'other institution' partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in subparagraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 68/2008/F.No.203/40/2008/ITA-II]

RENU JAUHRI, Director

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 9 जून, 2008

क्र.आ. 1332.— भारतीय स्टैंड बैंक (अनुबंधी बैंक) अधिनियम, 1959 की धारा 25 की उप-धारा (1) के खण्ड (क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, नीचे दी गई शर्तों के कालम (2) में विनिर्दिष्ट व्यक्तियों को, उक्त शर्तों के कालम (3) में विनिर्दिष्ट व्यक्तियों के स्थान पर, इसके कालम (1) में विनिर्दिष्ट बैंकों के निदेशक के रूप में, तत्काल प्रभाव से और अगला आदेश होने तक नामित करती है:—

शर्तों

1	2	3
स्टैंड बैंक ऑफ इंडिया	डॉ. ए. भट्टाचार्य, निदेशक, वित्तीय सेवाएं विभाग।	श्री डी.पी. चारुधर
स्टैंड बैंक ऑफ मैसूर	श्री एम.के. मल्होत्रा, उप सचिव, वित्तीय सेवाएं विभाग।	श्री एन.डी. एस. मिश्रा
स्टैंड बैंक ऑफ इंदौर	श्री एल.के. मोणा, उप सचिव, वित्तीय सेवाएं विभाग।	श्री एस. शेकरेश्वरु

1	2	3
स्टेट बैंक ऑफ हरियाणा	श्री एस. गोपाल कुमार अवर सचिव वित्तीय सेवाएं विभाग	श्री एस.पी. एस. संजयान
स्टेट बैंक ऑफ बीकानेर एंड जयपुर	श्री अमरीक सिंह अवर सचिव वित्तीय सेवाएं विभाग	श्री एस.के. मल्होत्रा

[फ.सं. 9/7/2007-बीओ-1]

जी. बी. सिंह, डप सचिव

(Department of Financial Services)

New Delhi, the 9th June, 2008

S.O. 1333:—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 25 of the State Bank of India (Subsidiary Banks) Act, 1959, the Central Government, hereby nominates the persons specified in column 2 of the table below as Directors of the Banks specified in column 1 thereof in place of the persons specified in column 3 of the said table, with immediate effect and until further orders:—

TABLE

1	2	3
State Bank of Patna	Dr. A. Bhattacharya, Director, Department of Financial Services	Shri D.P. Bhardwaj
State Bank of Mysore	Shri M.K. Malhotra Deputy Secretary, Department of Financial Services	Shri S.D.S. Minhas
State Bank of Indore	Shri L.K. Meena, Deputy Secretary, Department of Financial Services	Shri M. Venkateshwarlu
State Bank of Hyderabad	Shri S. Gopal Krishna, Under Secretary, Department of Financial Services	Shri S. P.S. Sangwan
State Bank of Bikaner & Jaipur	Shri Amrik Singh, Under Secretary, Department of Financial Services	Shri M.K. Malhotra

[F.No. 9/7/2007-BO-J]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 10 जून, 2008

कल.अ. 1334.—उपरोक्त बैंक (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970/1980 के खण्ड 3 के उपखण्ड (1) के सम्य परिसर, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एताद्वारा, नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों के स्थान पर इसके कालम (1) में विनिर्दिष्ट बैंकों के निदेशकों के रूप में तत्काल प्रभाव से और अगला आदेश होने तक नामित करती है :—

तालिका

1	2	3
कोनरा बैंक	डॉ. के.पी. कुम्भन, संयुक्त सचिव (सीएम), वित्त मंत्रालय, आर्थिक कार्य विभाग, नार्थ ब्लॉक, नई दिल्ली	श्री अमिताभ वर्मा
बैंक ऑफ बड़ोदा	श्री अमिताभ वर्मा, संयुक्त सचिव (बीओए), वित्तीय सेवाएं विभाग	श्री जी.सी. चतुर्वेदी
यूनिफा बैंक ऑफ इंडिया	श्री के.जी. ईमान, संयुक्त सचिव (बीए), वित्तीय सेवाएं विभाग	श्री बी.एस. भट्टा
पंजाब फ्रैण्चला बैंक	श्रीमती रघनीत कौर, संयुक्त सचिव, वित्तीय सेवाएं विभाग	श्री राकेश सिंह
युनाइटेड बैंक ऑफ इंडिया	श्री संजय सिंह, संयुक्त सचिव, विधि एवं न्याय मंत्रालय, शास्त्री भवन, नई दिल्ली	श्री आलोक मदनगार
पंजाब एंड सिंध बैंक	डॉ. अनूप के. पुजारी, संयुक्त सचिव, आर्थिक कार्य विभाग, नार्थ ब्लॉक, नई दिल्ली	श्रीमती अनिता कपूर
इंडियन ओवरसीज बैंक	श्रीमती विनीता कुमार, डॉ. शशांक सम्बोना आर्थिक सलाहकार, वित्तीय सेवाएं विभाग	
यूको बैंक	श्री समीर कुमार सिन्हा, श्री ए.महेशचंद्र डप सचिव, वित्तीय सेवाएं विभाग	

1	2	3
ओरियंटल बैंक ऑफ कॉमर्स	सुश्री सुमिता डावरा, निदेशक, वित्तीय सेवाएं विभाग	सुश्री पी.बोलीना
सेन्दल बैंक ऑफ इंडिया	डॉ शशांक सक्सेना, निदेशक, वित्तीय सेवाएं विभाग	श्रीमती विनीता कुमार
इलाहाबाद बैंक	श्रीमती सुकृति लिखी, निदेशक, वित्तीय सेवाएं विभाग	डॉ. के.पी. कृष्णन
देना बैंक	डॉ तारसेम चंद, उप सचिव, वित्तीय सेवाएं विभाग	श्री आर.एल.बनर्जी
बैंक ऑफ महाराष्ट्र	श्री श्री.पी.भारद्वाज, निदेशक, वित्तीय सेवाएं विभाग	श्रीमती सुकृति लिखी

[फा.सं. 9/7/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 10th June, 2008

S.O. 1334.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominate the persons specified in column 2 of the table below as Directors of the Banks specified in column 1 thereof in place of the persons specified in column 3 of the said table, with immediate effect and until further orders :—

TABLE

1	2	3
Canara Bank	Dr. K.P. Krishnan, Joint Secretary, (CM) Ministry of Finance, Department of Economic Affairs, North Block, New Delhi	Shri Amitabh Verma
Bank of Baroda	Shri Amitabh Verma, Joint Secretary (BOA), Department of Financial Services	Shri G.C. Chaturvedi
Union Bank of India	Shri K.V. Eapen, Joint Secretary (BA), Department of Financial Services	Shri B.S. Bhalla
Punjab National Bank	Smt. Ravneet Kaur, Joint Secretary, Department of Financial Services	Shri Rakesh Singh

1	2	3
United Bank of India	Shri Sanjay Singh, Joint Secretary, Ministry of Law & Justice, Shastri Bhawan, New Delhi	Shri Alok Bhatnagar
Punjab & Sind Bank	Dr. Anup K. Pujari, Joint Secretary, Department of Economic Affairs, North Block, New Delhi	Smt. Anita Kapoor
Indian Overseas Bank	Smt. Vinita Kumar, Economic Advisor, Department of Financial Services	Dr. Shashank Saxena
UCO Bank	Shri Simar Kumar, Joint Secretary, Department of Financial Services	Shri A. Bhattacharya
Oriental Bank of Commerce	Ms. Sumita Dawra, Director, Department of Financial Services	Ms. P. Bolina
Central Bank of India	Dr. Shashank Saxena, Director, Department of Financial Services	Smt. Vinita Kumar
Allahabad Bank	Smt. Sukriti Likhi, Director, Department of Financial Services	Dr. K.P. Krishnan
Dena Bank	Dr. Tarsem Chand, Deputy Secretary, Department of Financial Services	Shri R.L. Banerjee
Bank of Maharashtra	Shri V.P. Bhardwaj, Director, Department of Financial Services	Smt. Sukriti Likhi

[F.No.9/7/2007-BO-4]

G.B. SINGH, Dy. Secy.

नई दिल्ली, 10 जून, 2008

का.आ. 1335.—बीमा विनियामक तथा विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री जे. हरी नारायण को, 26000 रु. (नियत) के वेतनमान में, कार्यभार ग्रहण करने की तारीख से पांच वर्षों की अवधि के लिए अथवा 65 वर्ष की आयु प्राप्त करने तक, जो भी पहले हो, बीमा विनियामक तथा विकास प्राधिकरण (आईआर डीए) में अध्यक्ष के पद पर नियुक्त करती है।

[फा. सं. 11/8/2003-बीमा-III]

संजीव कुमार जिंदल, उप सचिव

New Delhi, the 10th June, 2008

S.O. 1335.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri J. Hari Narayan as Chairman of the Insurance Regulatory and Development Authority (IRDA) in the pay scale of Rs. 26000 (fixed) for a period of five years with effect from date of assumption of charge of the post or till he attains the age of 65 years, whichever is earlier.

[F.No. 11/8/2003-Ins.III]

SANJEEV KUMAR JINDAL, Dy. Secy.

विदेश मंत्रालय

(सौ.पी.जी. प्रधान)

नई दिल्ली, 26 मई 2008

का.आ. 1336.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) व 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का हाई कमिशन, वेलिंगटन में श्री टैटस दीना दयाकर एदुरी, वैयक्तिक सहायक को 26-5-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. DIVISION)

New Delhi, the 26th May, 2008

S.O. 1336.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 the Central Government hereby authorize Shri Titus Deena Dayaker Eduri, Personal Assistant to perform the duties of Assistant Consular Officer in the High Commission of India, Wellington with effect from 26th May, 2008.

[No.T.-4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 27 मई, 2008

का.आ. 1337.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) व 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, वियेन में श्री विनोद कुमार, वैयक्तिक सहायक को 27-5-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

New Delhi, the 27th May, 2008

S.O. 1337.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 the Central Government hereby authorize Shri Vinod Kumar Personal Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Vientiane with effect from 27th May, 2008.

[No.T.-4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 27 मई, 2008

का.आ. 1338.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) व 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, कुवैत में श्री विनोद कुमार शर्मा, सहायक को 27-5-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

New Delhi, the 27th May, 2008

S.O. 1338.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 the Central Government hereby authorize Shri Vinod Kumar Sharma, Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Kuwait with effect from 27th May, 2008.

[No.T.-4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 29 मई, 2008

का.आ. 1339.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) व 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, डकार में श्री अशोक मंडल, सहायक को 29-5-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

New Delhi, the 29th May, 2008

S.O. 1339.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 the Central Government hereby authorize Shri Ashok Mandal, Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Dakar with effect from 26th May, 2008.

[No.T.-4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

प्रवासी भारतीय कार्य मंत्रालय

नई दिल्ली, 3 जून, 2008

का.आ. 1340.—उत्प्रवास अधिनियम, 1983 की धारा 3 की उप-धारा (1) (1983 का 31) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा श्री बी. एस. नायक, अनुभाग अधिकारी को प्रवासी भारतीय कार्य मंत्रालय में उत्प्रवास संरक्षी के रूप में नियुक्त करती है। श्री बी. एस. नायक की नियुक्ति उत्प्रवास संरक्षी के कोलकाता स्थित कार्यालय में उनके पदभार ग्रहण करने की तारीख से 3 वर्ष की अवधि अथवा आगामी आदेशों तक, जो भी स्थिति पहले हो के लिए उत्प्रवास संरक्षी-II के रूप में होगी।

2. श्री बी. एस. नायक, ने 16-4-2008 के अपवाहन से प्रवासी कार्य मंत्रालय के अधीन उत्प्रवास संरक्षी, कोलकाता के कार्यालय में उत्प्रवास संरक्षी-II का पदभार सम्भाल लिया है।

[सं. 4/2008/का. सं. ए-22013/1/2005-पी.ए.]

जी. सी. राकत, अवर सचिव

MINISTRY OF OVERSEAS INDIAN AFFAIRS

New Delhi, the 3rd June, 2008

S.O. 1340.—In exercise of the powers conferred under section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983,) the Central Government appoints Shri B.S. Nayak, Section Officer, as Protector of Emigrants in the Ministry of Overseas Indian Affairs. The appointment of Shri B.S. Nayak will be POE-I, in the office of POE, Kolkata for a period of three years from the date of taking over the charge of the post or until further orders, whichever event takes place earlier.

2. Shri B.S. Nayak has assumed charge of the post of Protector of Emigrants-II, in the office of Protector of Emigrants, Kolkata under the Ministry of Overseas Indian Affairs in the forenoon of 16-4-2008.

[No. 4/2008/F. No. A. 22013/1/05-PA]

G.C.ROUT, Under Secy.

नई दिल्ली, 3 जून, 2008

क्र.आ. 1341.—उत्प्रवास अधिनियम, 1983 की धारा 3 की उपधारा (1) (1983 का 31) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, एतद्वारा श्री नदीम अहमद, अनुभाग अधिकारी को प्रवासी भारतीय कार्य मंत्रालय में उत्प्रवास संरक्षी के रूप में नियुक्त करती है। श्री नदीम अहमद को नियुक्ति उत्प्रवास संरक्षी के चंडीगढ़ स्थित कार्यालय में उनके पदभार ग्रहण करने की तारीख से 3 वर्ष की अवधि अथवा आगामी आदेशों तक, जो भी स्थिति पहले हो, के लिए उत्प्रवास संरक्षी-II के रूप में होगी।

2. श्री नदीम अहमद, ने 21-4-2008 के अपराह्न से प्रवासी भारतीय कार्य मंत्रालय के अधीन उत्प्रवास संरक्षी, चंडीगढ़ के कार्यालय में उत्प्रवास संरक्षी-II का पदभार सम्भाल लिया है।

[सं. 3/2008/का. सं. ए - 22013/1/2005 -पीए.]

जी. सी. राऊत, अवर सचिव

New Delhi, the 3rd June, 2008

S.O. 1341.—In exercise of the powers conferred under section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983) the Central Government appoints Shri Nadeem Ahmad, Section Officer, as Protector of Emigrants in the Ministry of Overseas Indian Affairs. The appointment of Shri Nadeem Ahmad will be POE-II, in the office of POE, Chandigarh for a period of three years from the date of taking over the charge of the post or until further orders, whichever event takes place earlier.

2. Shri Nadeem Ahmad has assumed charge of the post of Protector of Emigrants-II, in the office of Protector of Emigrants, Chandigarh under the Ministry of Overseas Indian Affairs in the forenoon of 21-4-2008.

[No. 3/2008/F. No. A. 22013/1/05-PA]

G.C.ROUT, Under Secy.

भारी उद्योग और लोक उद्यम मंत्रालय

(भारी उद्योग विभाग)

नई दिल्ली, 23 मई, 2008

क्र.आ. 1342.—केंद्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिमोर्गियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई सारणी के स्तंभ (1) में उल्लिखित अधिकारी को, जो नागालैंड पल्प एंड

पेपर कंपनी लिमिटेड (हिन्दुस्तान पेपर कार्पोरेशन लिमिटेड की समपूर्णा कंपनी) का अधिकारी है और केंद्रीय सरकार के राजपत्रित अधिकारी की रैंक के समतुल्य है, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है जो अपनी अधिकारिता की सीमाओं के भीतर उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थान की बाबत उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का नाम	सरकारी स्थान के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
1	2
उपप्रबंधक (वन), नागालैंड पल्प एंड पेपर कंपनी लिमिटेड गुली, मोकोकचुंग (जिला)नागालैंड	नागालैंड पल्प एंड पेपर कंपनी लिमिटेड, गुली मोकोकचुंग (जिला) नागालैंड की या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए स्थान,ऐसा पट्टाधुरी स्थानों के नाम और सीमा निम्नलिखित है:- कुल क्षेत्र 697.98 एकड़ प्लॉट सं. 1 उत्तर-तसुदी नाला 546 एकड़ दक्षिण-मोंगलिन नाला पश्चिम-अमगुरी-मोको-कचुंग रोड और निजी भूमि पूर्व- बामाकोन ग्राम की भूमि प्लॉट सं. 2 उत्तर-निजी भूमि 23.00एकड़ दक्षिण- बामाकोन ग्राम की निजी भूमि पश्चिम-बामाकोन ग्राम की निजी भूमि पूर्व- बामाकोन ग्राम प्लॉट सं. 3 उत्तर-निजी गली 13.6 एकड़ दक्षिण-निजी गली पश्चिम-अमगुरी-मोको-कचुंग रोड पूर्व- निजी भूमि प्लॉट सं. 4 उत्तर-मिरिंगकोंग ग्राम की 115.38 एकड़ भूमि दक्षिण-मिरिंगकोंग ग्राम मिरिंगकोंग ग्राम की भूमि पश्चिम-अमगुरी मोकोकचुंग रोड पूर्व-मिरिंगकोंग ग्राम की भूमि

[काइल सं 8(93)/2007-पीई-VII]

राजगोपाल मनोहर, निदेशक

16 जून, 2008

2. एन थिंकिंगक कविगीतम, १९४८ (१९४८ का १६) को अनुसूची के भाग-III क्रमांक 91 के बाद कॉलम 1, 2 तथा 3 की चौपट प्रतिक्रिया के अंतर्गत विभक्तिकृत प्रविष्टियाँ जोड़ी जायेंगी जहाँ :-

<p>92. मूलक विभवविज्ञान, मूलक</p>	<p>भारतीय विभवविज्ञानियों के दम की दम (अभौतिकविज्ञान) के समग्र अभौतिकविज्ञान में समकालीन विज्ञान (यदि यह विज्ञान, 2003 में स. इसकी मर प्रदान की गई हो)</p>	<p>दम की दम. (अभौतिकविज्ञान) मूलक विभवविज्ञान, मूलक</p>
<p>93. भिन्न विभवविज्ञान, अभौतिक</p>	<p>भारतीय विभवविज्ञानियों के दम की दम (कम्प्यूटरी डेटाबेस) के समग्र कम्प्यूटरी और इसके डेटाबेसविज्ञानियों में समकालीन विज्ञान (यदि यह अभौतिक, 2003 में स. इसकी मर प्रदान की गई हो)</p>	<p>दम की दम. (कम्प्यूटरी डेटाबेस) इसके डेटाबेसविज्ञानियों, भिन्न विभवविज्ञान, अभौतिक</p>

राज सिंह, अग्रर सचिव

2. Under the existing entries of columns 1, 2 & 3 after serial number 91 in part- III of the Schedule to the Dentists Act, 1948 (15 of 1948) the following entries shall be added, namely:—

92. University of New York, New York	Post Graduate degree in Orthodontics equivalent to MDS (Orthodontics) of Indian Universities. (When granted on or after September 2003).	MDS(Orthodontics) University of New York, New York
93. University of Sydney, Australia	Master of Dental Science in Community Oral Health & Epidemiology equivalent to MDS (Community Dentistry) of Indian Universities. (When granted on or after March 2005).	MDS (Community Oral Health & Epidemiology), University of Sydney, Australia

RAJ SINGH, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

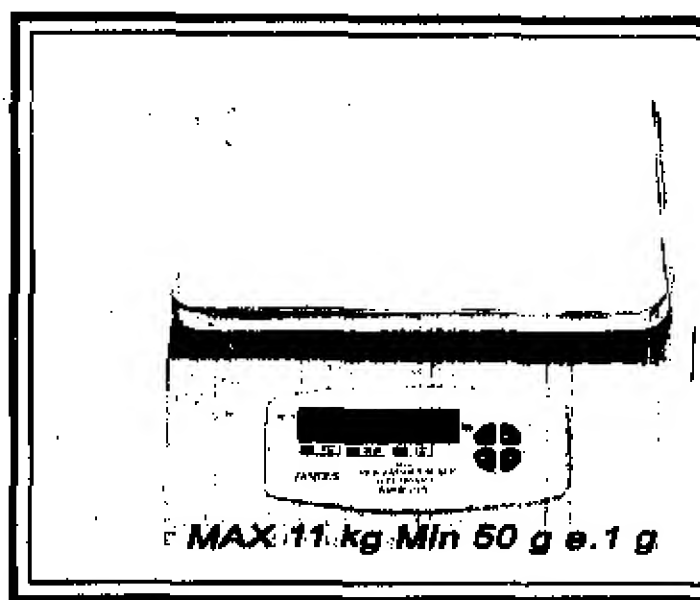
(उपभोक्ता मामले विभाग)

नई दिल्ली, 14 मार्च, 2008

का.आ. 1344.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स न्यू फेमस स्कैल इलेक्ट्रॉनिक्स, 32, काछी मोहल्ला, इंदौर, मध्य प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एन एफ एस/टी" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके जिसके ब्रांड का नाम "फेमस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/407 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 11 कि.ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टोपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मिली ग्रा. से 50 मिली ग्रा. तक "ई" मान के लिए 100 से 50,000 की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक और 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जहां पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एस-21(234)/2007]

आर. माधुराधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

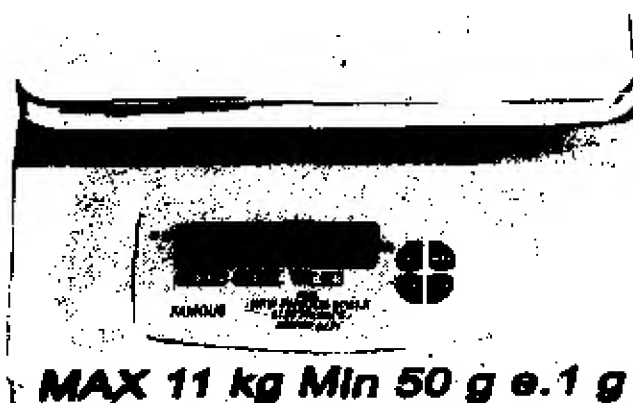
(Department of Consumer Affairs)

New Delhi, the 14th March, 2008

S.O. 1344.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "NFS/T" series of high accuracy (Accuracy class-II) and with brand name "FAMOUS" (herein referred to as the said model), manufactured by M/s. New Famous Scale Electronics, 32, Kachhi Mohalla, Indore, M. P. and which is assigned the approval mark IND/09/07/407;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 11 kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (234)/2007]

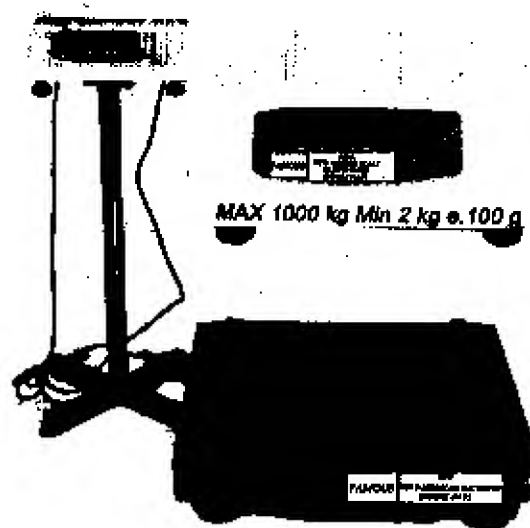
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

क्र.आ. 1345.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स न्यू फेमस स्केल इलेक्ट्रॉनिक्स, 32, काछी मोहल्ला, इंदौर, मध्य प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एन एफ एस/पी-22" शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "फेमस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/408 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है, सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। मशीन में किलोग्राम को लीटर में बदलने की सुविधा भी है।



स्टीपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" माप के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" माप $1 \times 10^*$, $2 \times 10^*$ अथवा $5 \times 10^*$ के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(234)/2007]

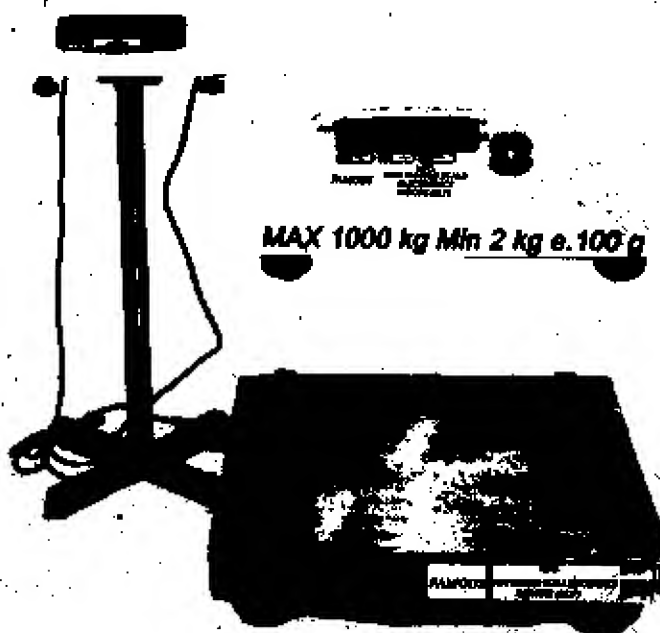
आर माधुबूधन, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1345.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "NFS/P-22" series of medium accuracy (Accuracy class-III) and with brand name "FAMOUS" (herein referred to as the said model), manufactured by M/s. New Famous Scale Electronics, 32, Kachhi Mohalla, Indore, M. P. and which is assigned the approval mark IND/09/07/408;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, and 50Hertz alternative current power supply. The machine is also having facility of conversion of kg. to tire.



The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (234)/2007]

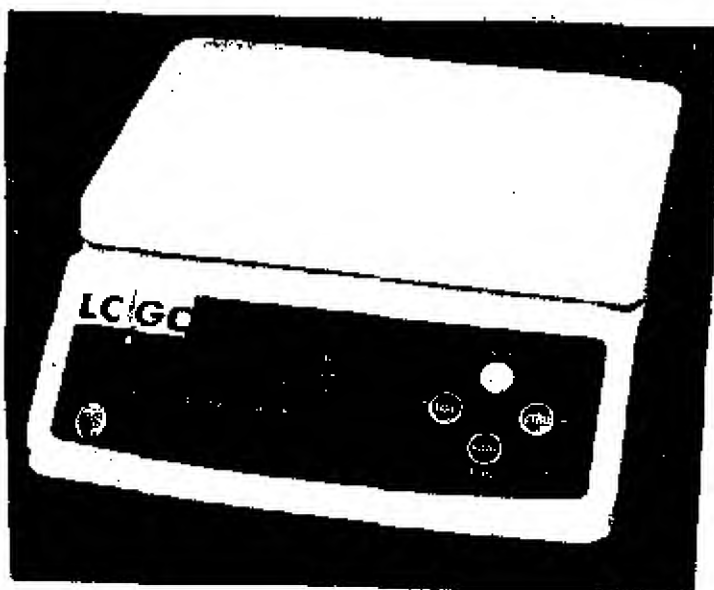
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1346.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल सी जी सी क्रोमेटोग्राफी साल्युशन (प्रा.) लि., एल सी जी सी टावर, 161/166, पैइगाह कालोनी, आनंद धियेटर के पास एस पी रोड, हैदराबाद-500003, आंध्र प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एलसी-टी" शृंखला के अंकक सूचन साहज अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एल सी जी सी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/503 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज अपरूपण तुलादण्ड प्रकार का भार सेल आधारित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इंडिकेटर के ऊपरी कवर और नीचे छेद करके पीछे की तरफ से सीलबंद किया जाएगा। इन छेदों पर लीड तार को बांधा जाएगा। इंडिकेटर को सीलिंग में फोरवर्डल के बिना खोला नहीं जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के चैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. "ई" मान के लिए 100 से 50000 तक के रेंज में सत्यापन अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक तक के "ई" मान के लिए 5000 से 50000 तक के रेंज में सत्यापन अंतराल (एन) और सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(278)/2007]

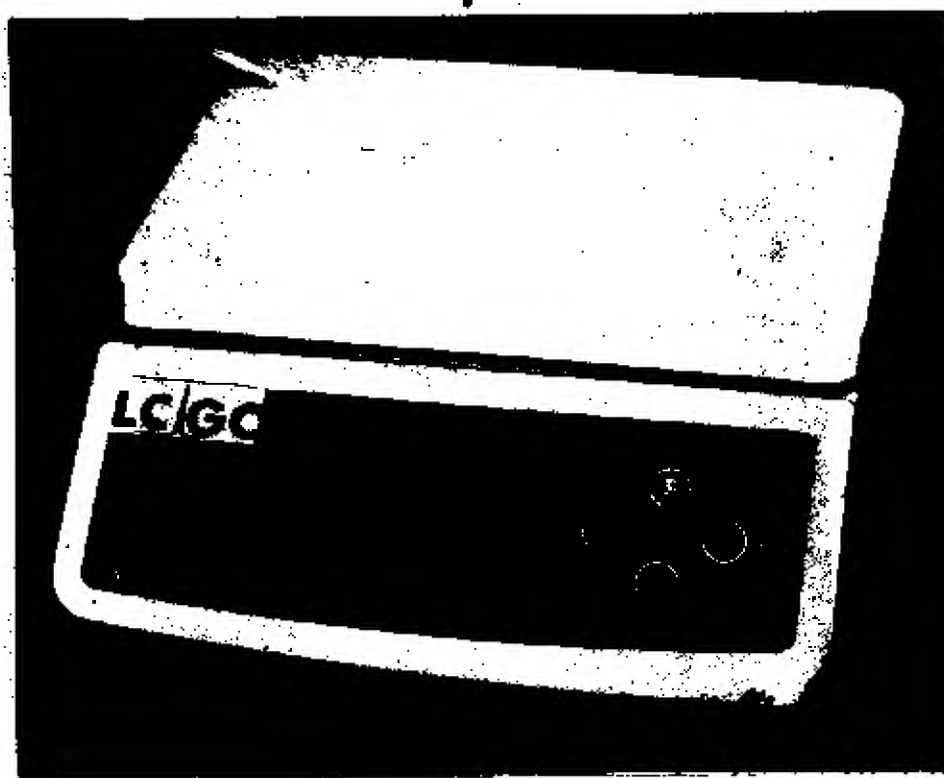
आर. माथुरबृधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1346.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "LC-T" series of high accuracy (Accuracy class-II) and with brand name "LCGC" (herein referred to as the said model), manufactured by M/s. LCGC Chromatography Solutions (P), Ltd., 'LCGC Towers' 161/166, Paigah Colony, Behind Anand Theater, S. P. Road, Hyderabad-500 003, A. P. and which is assigned the approval mark IND/09/07/503;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100kg. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, and 50Hertz alternative current power supply.



The sealing is provided at the rear side by making a hole on the bottom and top cover of the balance. A leaded wire is fastened to these holes. The balance can not be opened unless the sealing is tampered. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (278)/2007]

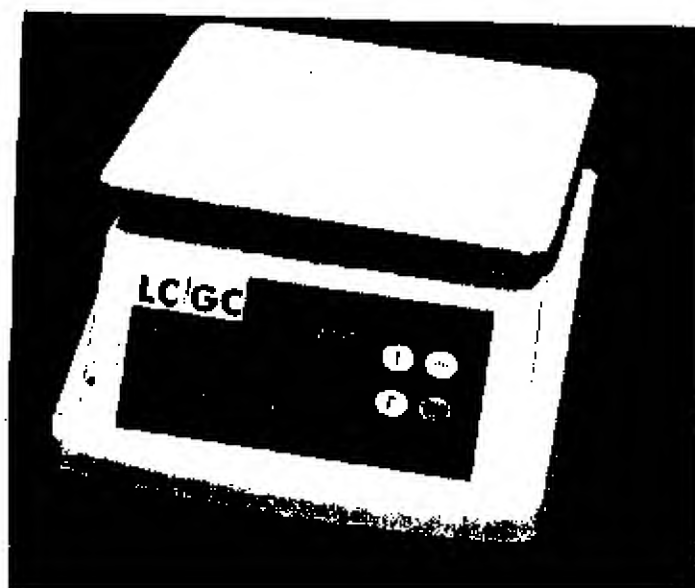
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1347.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स एल सी जी सी क्रोमेटोग्राफी सॉल्यूशन (प्रा.) लि., एल सी जी सी टावर, 161/166, पैङ्गाह कालोनी, आनंद थियेटर के पीछे, एस पी रोड, हैदराबाद-500003, आंध्र प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एलसी-टीबी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एल सी जी सी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/504 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज अपरूपण तुलादण्ड प्रकार का भार सेल आधारित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इंडिकेटर के ऊपरी कवर और नीचे छेद करके पीछे की तरफ से सीलबंद किया जाएगा। इन छेदों पर लीड तार को बांधा जाएगा। इंडिकेटर को सीलिंग में फेरबदल के बिना खोला नहीं जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के जैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. "ई" मान के लिए 100 से 10000 तक के रेंज में सत्यापन अंतराल (एन) और 5 ग्रा. या उससे अधिक तक के "ई" मान के लिए 500 से 10000 तक के रेंज में सत्यापन अंतराल (एन) और सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-5} , 2×10^{-5} या 5×10^{-5} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(278)/2007]

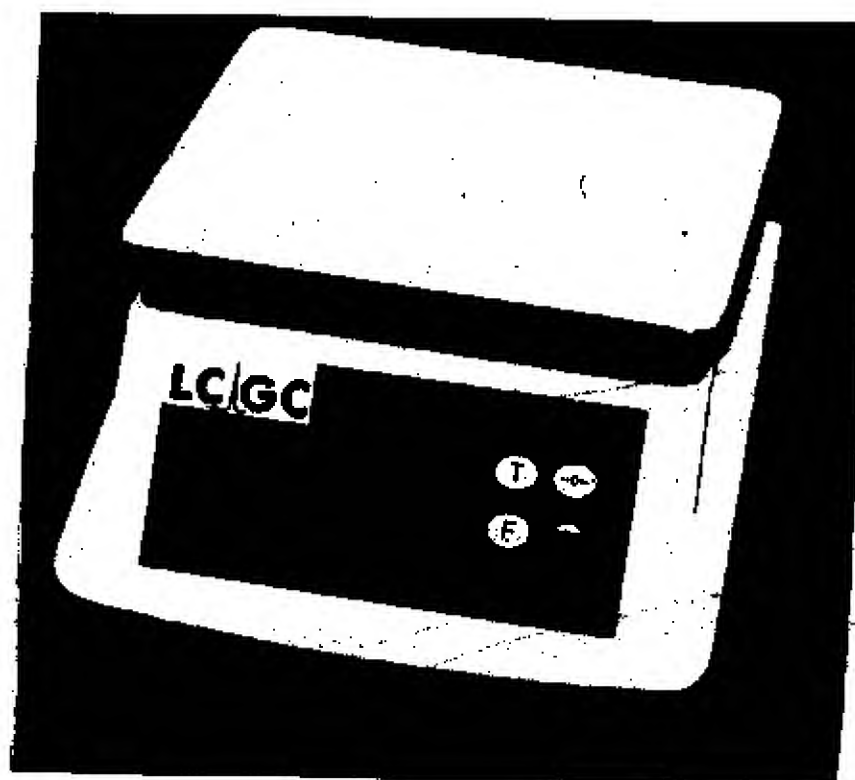
आर माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1347.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "LC-TB" series of medium accuracy (Accuracy class-III) and with brand name "LCGC" (herein referred to as the said model), manufactured by M/s. LCGC Chromatography Solutions (P), Ltd., 'LCGC Towers' 161/166, Paigah Colony, Behind Anand Theater, S. P. Road, Hyderabad-500 003, A. P. and which is assigned the approval mark IND/09/01/504;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100kg. The verification scale interval (e) is 5g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts and 50Hertz alternative current power supply.



The sealing is provided at the rear side by making a hole on the bottom and top cover of the balance. A leaded wire is fastened to these holes. The balance can not be opened unless the sealing is tempered. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'n' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (278)/2007]

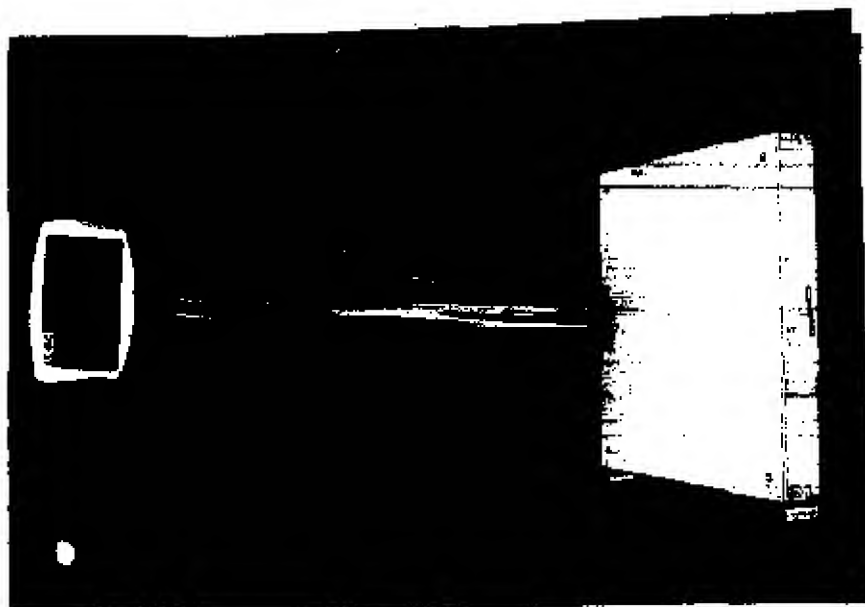
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1348.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल सी जी सी क्रोमेटोग्राफी सप्लायर्स (प्रा.) लि., एल सी जी सी टावर, 161/166, पैदागाह कालोनी, आनंद धियेटर के पीछे, एस पी रोड, हैदराबाद-500 003, आंध्र प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एलसी-पी" शृंखला के अंकक सूचन सहित अत्यधिक तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एल सी जी सी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/505 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज अपरेटिंग गुलाबण्ड प्रकार का भार सेल आधारित (प्लेटफार्म प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 600 कि.ग्रा. है और न्यूनतम क्षमता 2.5 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इंडिकेटर के ऊपरी कवर और नीचे छेद करके पीछे की तरफ से सीलबंद किया जाएगा। इन छेदों पर लीड तार को बांधा जाएगा। इंडिकेटर को सीलिंग में फेरबदल के बिना खोला नहीं जा सकता। मॉडल के सीलिंग प्रावधान का स्कोमवार डायग्राम ऊपर दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 कि.ग्रा. या उससे अधिक तक के "ई" मान के लिए 5000 से 50000 तक के रेंज में सत्यापन अंतराल (एन) और सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(278)/2007]

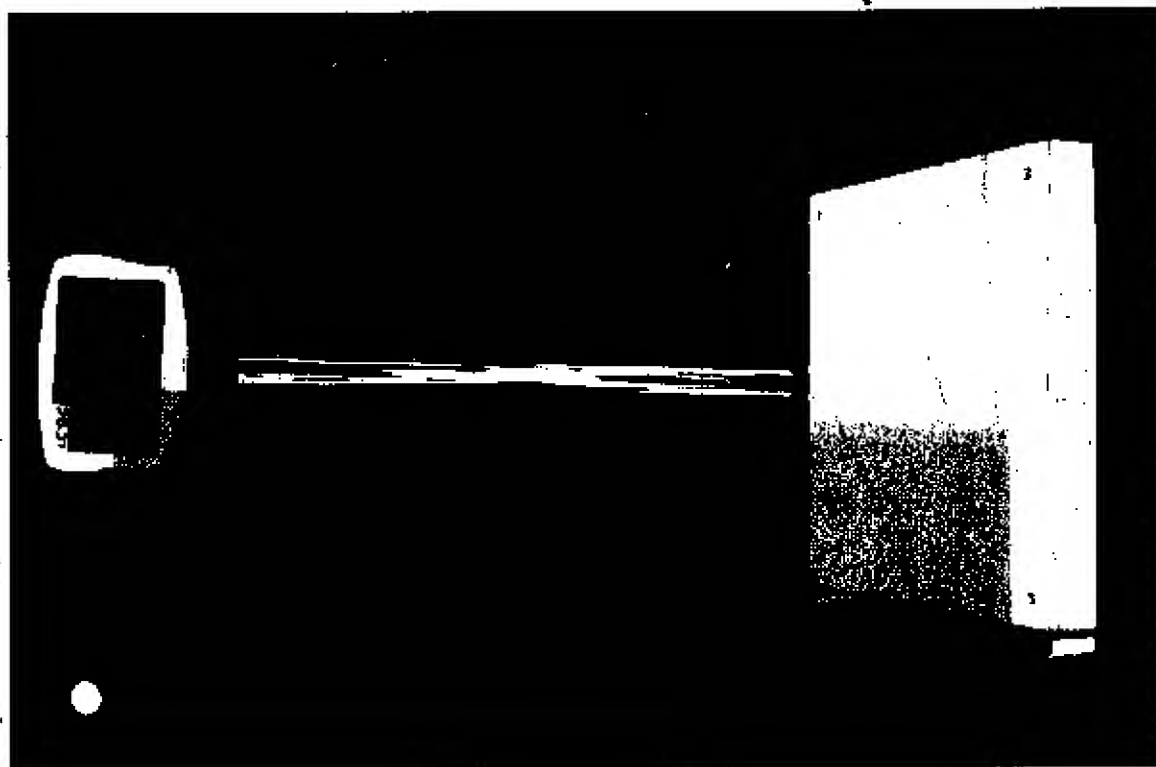
अवर. माधुरबोधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1348.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "LC-P" series of high accuracy (Accuracy class-II) and with brand name "LCGC" (herein referred to as the said model), manufactured by M/s. LCGC Chromatography Solutions (P) Ltd., 'LCGC Towers' 151/166, Paigah Colony, Behind Anand Theater, S. P. Road, Hyderabad-500 603, A.P. and which is assigned the approval mark IND/09/07/505;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600 kg and minimum capacity of 2.5 kg. The verification scale interval (e) is 50g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is provided at the rear side by making a hole on the bottom and top cover of the indicator. A leaded wire is fastened to these holes. The indicator cannot be opened unless the sealing is tampered. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity range above 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^4 , 2×10^4 or 5×10^4 k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(278)/2007]

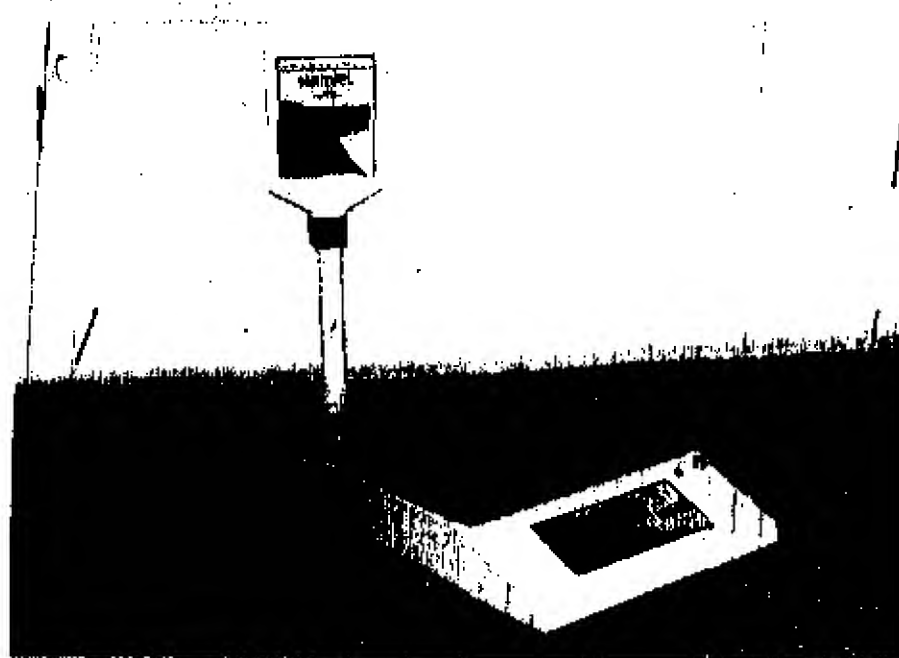
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1349.—केन्द्रीय सरकार का, विहित अधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स मास्टर इंडिया एजेंसिज, नेशनल टूरिस्ट होम के सामने, एम सी रोड, पेरुम्बवूर-683 542, जिला एर्नाकुलम, केरल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एम आई-टी बी" मूखला के अंकित सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके बाट का नाम "मार्बल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/561 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रक्षिप्त व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



सत्यापन सील और स्ट्याम्प प्राप्त करने के लिए निचली प्लेट और इंडिकेटर के दोनों तरफ से छेद करके सीढ़ तार द्वारा बांधकर सीलिंग की जाती है। मॉडल के सीलिंग प्रावधान का स्कीमधार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी मूखला के जैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(292)/2007]

आर माधुराधुष, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1349.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "MI-TB" series of medium accuracy (Accuracy class-III) and with brand name "MARVEL" (herein referred to as the said model), manufactured by M/s. Master India Agencies, Opp. National Tourist Home, M. C. Road, Perumbavoor-683 542, Ernakulam Dist., Kerala and which is assigned the approval mark (ND/09/07/561);

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



The sealing is done by making a hole between the bottom plate and the indicator on both the side's view by fastening a leaded wire to receive the verification seal and stamp. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (292)/2007]

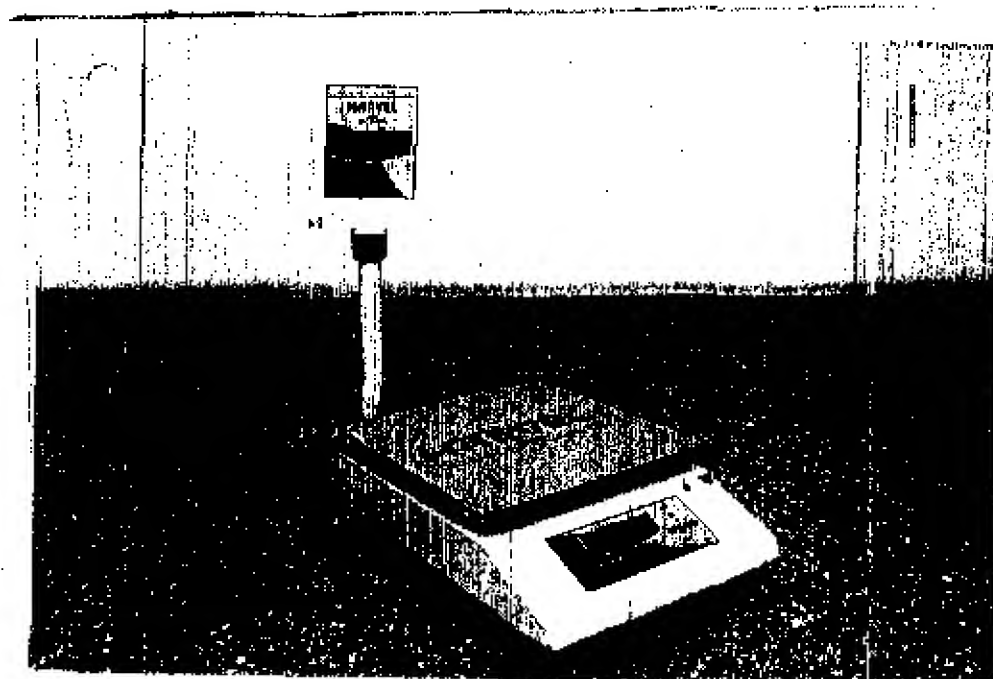
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

क्र.आ. 1350.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स मास्टर इंडिया एजेंसिज, नेशनल टूरिस्ट होम के सामने, एम सी रोड, पेरुम्बचूर-683 542, जिला एर्नाकुलम, केरल द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एम आई-जेपी" शृंखला के अंकक सूचन सहित अस्वचालित तौलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मार्वल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/560 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तौलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलात्मक भारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तौलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज श्रव्यवर्ती धारा विद्युत प्रदाय पर कार्य करता है।



सत्यापन सील और स्टाम्प प्राप्त करने के लिए निचली प्लेट और इंडिकेटर के दोनों तरफ से छेद करके लीड द्वारा बांधकर सीलिंग की जाती है। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यगालन के तौलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 5,000 की रेंज में और 100 मि.ग्रा. अथवा उससे अधिक के "ई" मान के लिए 5000 से 50,000 की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जहां पर 'क' प्रनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम.-21(292)/2007]

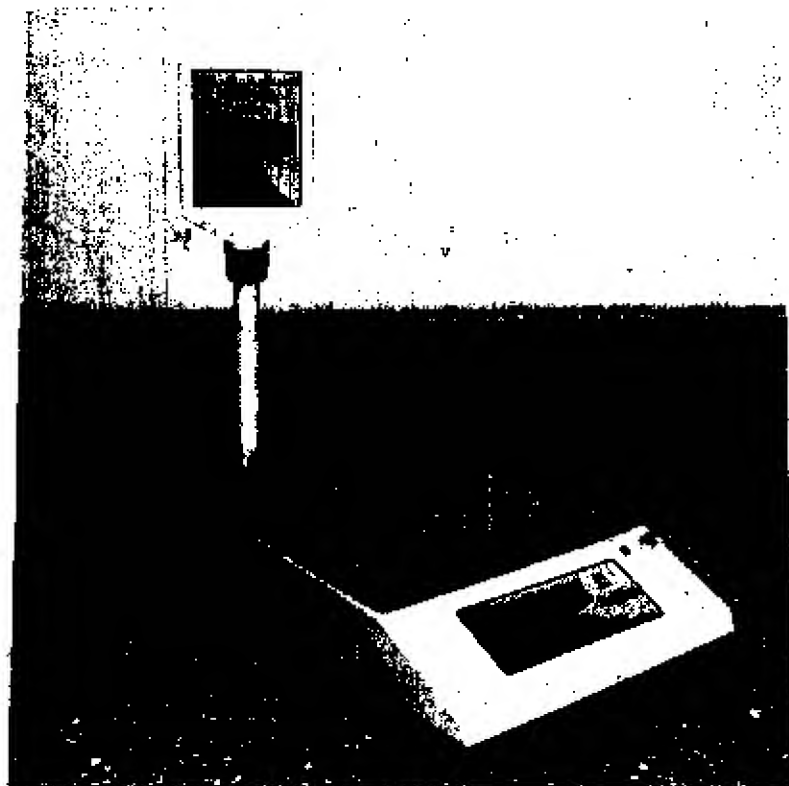
आर. भाथुरबूथम, निदेशक, विधिक माप विज्ञान

Delhi, the 14th March, 2008

S.O. 1350.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "M1-JP" series of high accuracy (Accuracy class-II) and with brand name "MARVEL" (hereinafter referred to as the said model), manufactured by M/s. Master India Agencies, Opp. National Tourist Home, M. C. Road, Perumbavoor-683 542, Ernakulam Dist., Kerala and which is assigned the approval mark IND/09/07/560;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.



The sealing is done by making a hole between the bottom plate and the indicator on both the side's view by fastening a leaded wire to receive the verification seal and stamp. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^4 , 2×10^4 or 5×10^4 , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (292)/2007]

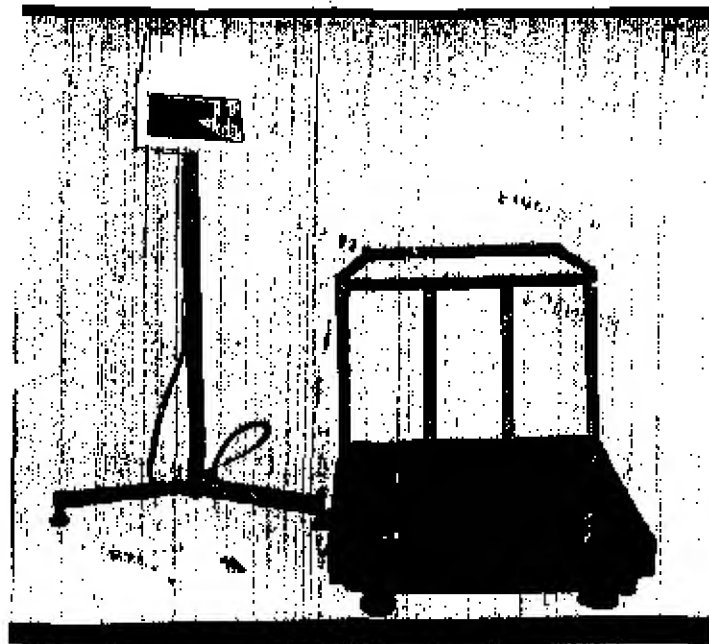
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

क्रा.आ. 1351.—केन्द्रीय सरकार को, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मास्टर इंडिया एजेंसिज, नेशनल ट्रस्ट होम के सामने, एम सी रोड, पेरुमबदूर-683 542, जिला एर्नाकुलम, केरल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले “एम आई-पीटी” शृंखला के स्वतः सूचक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “मार्वल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विड आई एन डी /09/08/11 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



सत्यापन सील और स्टाम्प प्राप्त करने के लिए निचली प्लेट और इंडिकेटर के दोनों तरफ से छेद करके लीड तार द्वारा बांधकर सीलिंग की जाती है। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. अथवा उससे अधिक के “ई” मान के लिए 500 से 10,000 की रेंज में सत्यापन मापमान अंतराल (एन) और सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जहाँ पर ‘के’ घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(292)/2007]

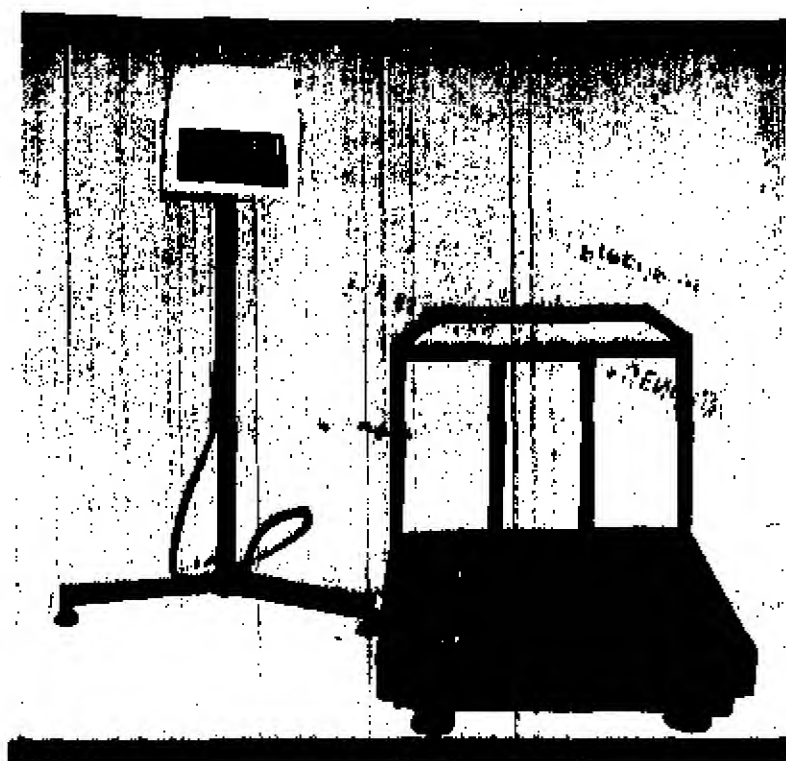
आर पाथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1351.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating non-automatic (Platform type) weighing instrument with digital indication of "MI-PT" series of medium accuracy (Accuracy class-III) and with brand name "MARVEL" (herein referred to as the said model), manufactured by M/s. Master India Agencies, Opp. National Tourist Home, M. C. Road, Perumbavoor-683 542, Ernakulam Dist., Kerala and which is assigned the approval mark IND/09/08/11;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, and 50Hertz alternative current power supply.



The sealing is done by making a hole between the bottom plate and the indicator on both the side's view by fastening a leaded wire to receive the verification seal and stamp. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg. and up to 5000kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^4 , 2×10^4 or 5×10^4 , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (292)/2007]

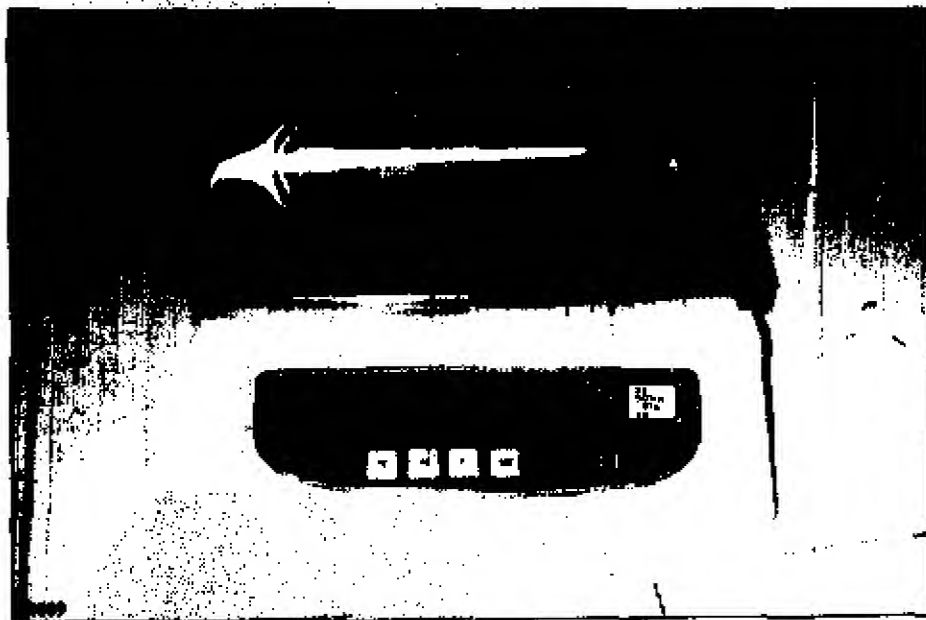
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

क्र.आ. 1352.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स गुड लाइफ प्रॉडक्ट्स, एस-239, गंगा प्लाजा, बेगम ब्रिज रोड, मेरठ-250 001 उत्तर प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "जी एल टी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "जी एल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन विह आई एन डी/09/07/326 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्याकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कंपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा मॉडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिमर्शित नहीं किया जाएगा। मॉडल को सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 की रेंज में और 100 मि.ग्रा. अथवा उससे अधिक के "ई" मान के लिए 5,000 से 50,000 की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-5} , 2×10^{-5} अथवा 5×10^{-5} , के हैं, जहां पर 'के' घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21-(166)/2007]

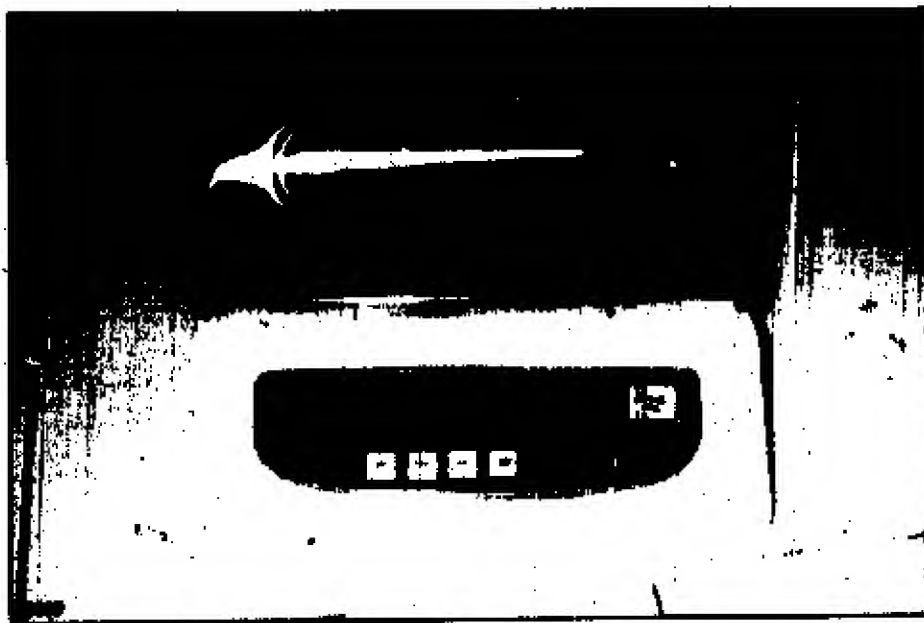
आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1352.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "GLT" series of high accuracy (Accuracy class-II) and with brand name "GL" (herein referred to as the said model), manufactured by M/s. Good Life Products, S-239, Ganga Plaza, Begum Bridge Road, Meerut-250 001, U. P. and which is assigned the approval mark IND/09/07/326;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



The sealing is done through the hole made in the bottom plate and front of the indicator of the scale and sealing wire is passed through these holes and the lead seal is fixed on the wire. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (166)/2007]

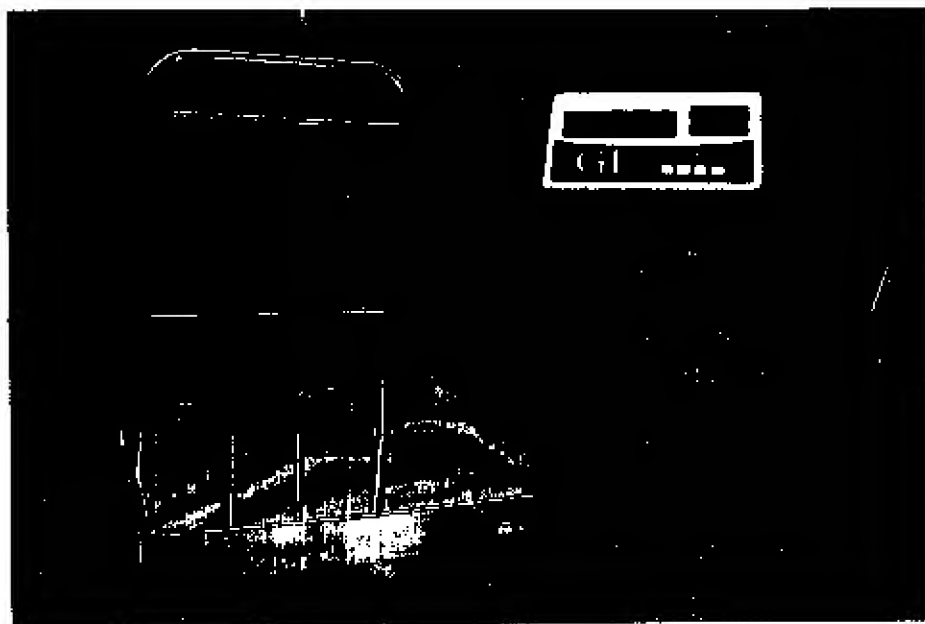
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

कर.आ. 1353.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स गुड लाइफ प्रोडक्ट्स, एस-239, गंगा प्लाजा, बेगम द्विज रोड, मेरठ-250 001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "जी एल पी" शृंखला के स्वतः सूचक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफॉर्म प्रकार) के माडल का, जिसके ब्रांड का नाम "जी एल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/327 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत रोख प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्ततात्मक भारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टैमिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा माडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। माडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित माडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक तथा 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एस 21(166)/2007]

आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1353.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self indicating non-automatic, (Platform type) weighing instrument with digital indication of "GLP" series of medium accuracy (Accuracy class-III) and with brand name "GL" (herein referred to as the said model), manufactured by M/s. Good Life Products, S-239, Ganga Plaza, Begun Bridge Road, Meerut-250 001, U. P. and which is assigned the approval mark IND/09/07/327;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



The sealing is done through the hole made in the bottom plate and front of the indicator of the scale and sealing wire is passed through these holes and the lead seal is fixed on the wire. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(166)2007]

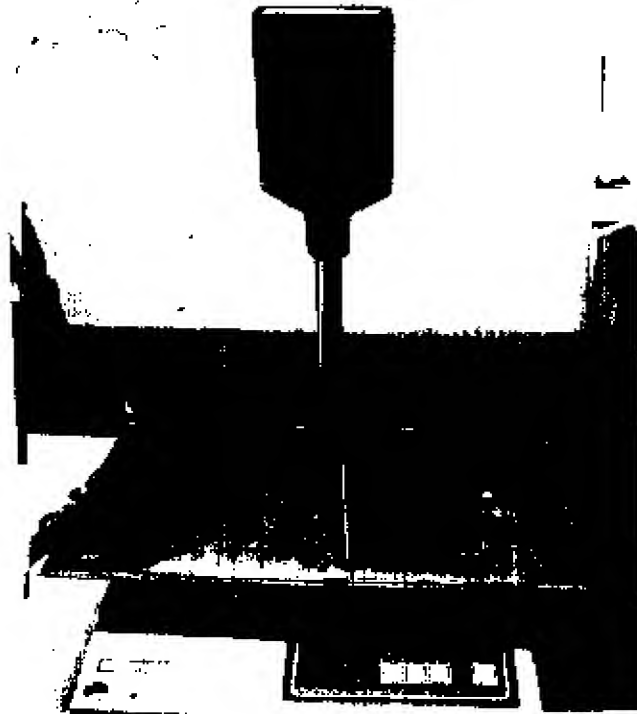
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1354.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स बेल स्कोलस प्रा.लि., बी-190, V, मैन II स्टेज, पोन्ना इंडस्ट्रियल एस्टेट, बंगलौर-560058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "बी एस-टी बी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल, जिसके ब्रांड का नाम "बेल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/416 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि.ग्रा. है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंध किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मैन, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी रेंज 100 मि.ग्रा. से 2 ग्रा. तक के 'ई' मान के लिए 100 से 10,000 तक की रेंज में और 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज और सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जहाँ पर 'के' घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(224)/2007]

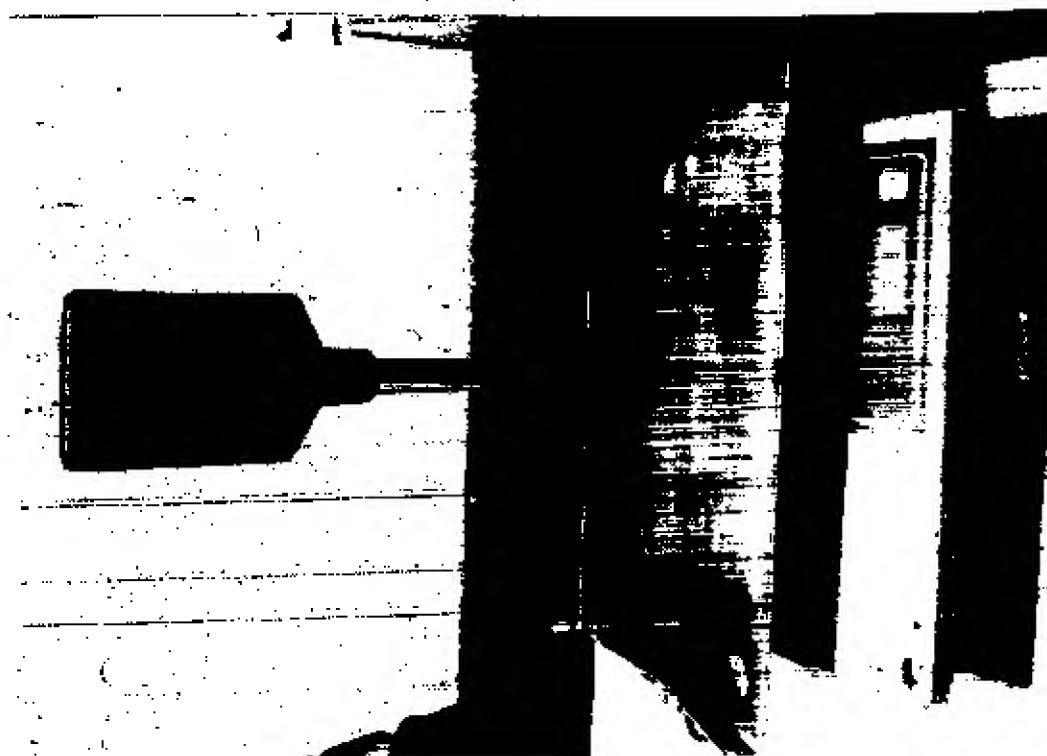
आर माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1354.—Whereas, the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "BS-TB" series of medium accuracy (accuracy class-III) and with brand name "BELL" (herein referred to as the said model), manufactured by M/s Bell Scales Pvt. Ltd. B-190, V, Main II Stage, Peenya Industrial Estate, Bangalore-560 058, Karnataka and which is assigned the approval mark IND/09/07/416;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 Kg. and minimum capacity 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (224)/2007]

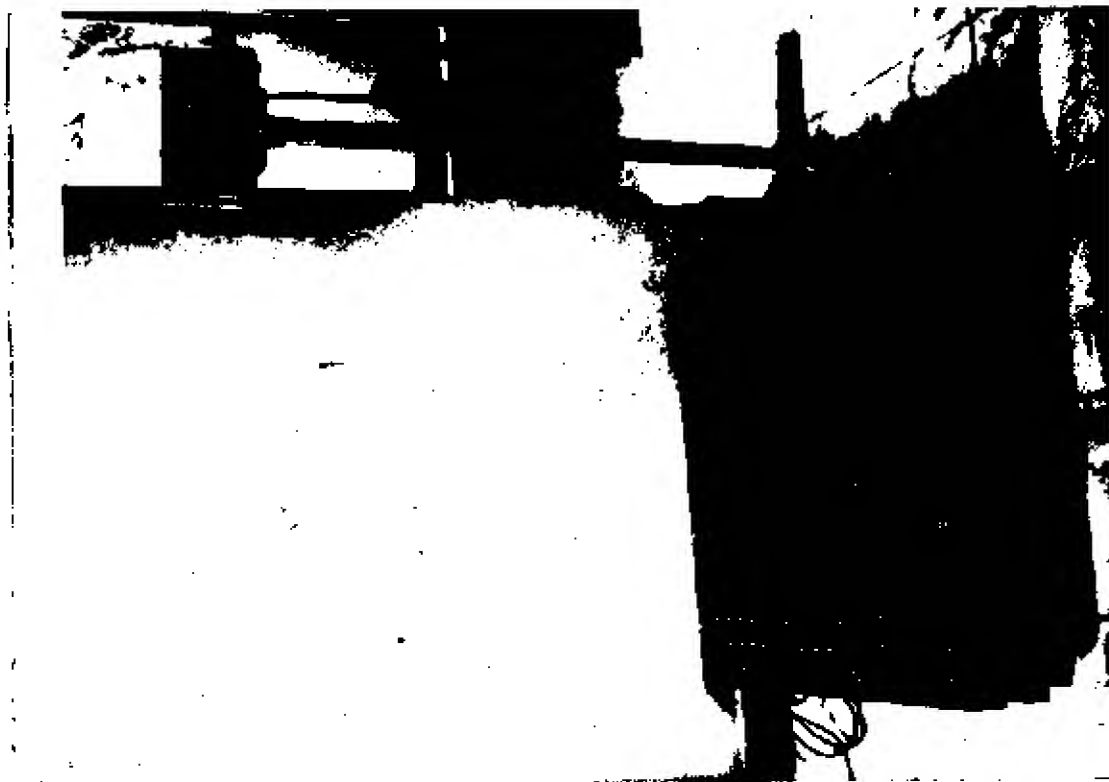
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

क्र.आ. 1355.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स बेल स्कैलस प्रा.लि., बी-190, V, मैन II स्टेज, पीन्या इंडस्ट्रियल एस्टेट, बंगलौर-560058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "बी एस-पी टी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम "बेल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/417 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्ट्रैपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबद्ध किया जाएगा तथा मॉडल को विक्रो से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की क्षमता वाले हैं और 'ई' मान 1×10^3 , 2×10^3 अथवा 5×10^3 के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(224)/2007]

आर. माथुरब्रूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1355.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "BS-PT" series of medium accuracy (accuracy class-III) and with brand name "BELL" (herein referred to as the said model), manufactured by M/s Bell Scales Pvt. Ltd. B-190, V, Main II Stage, Peenya Industrial Estate, Bangalore-560 058, Karnataka and which is assigned the approval mark IND/09/07/417;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 Kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (224)/2007]

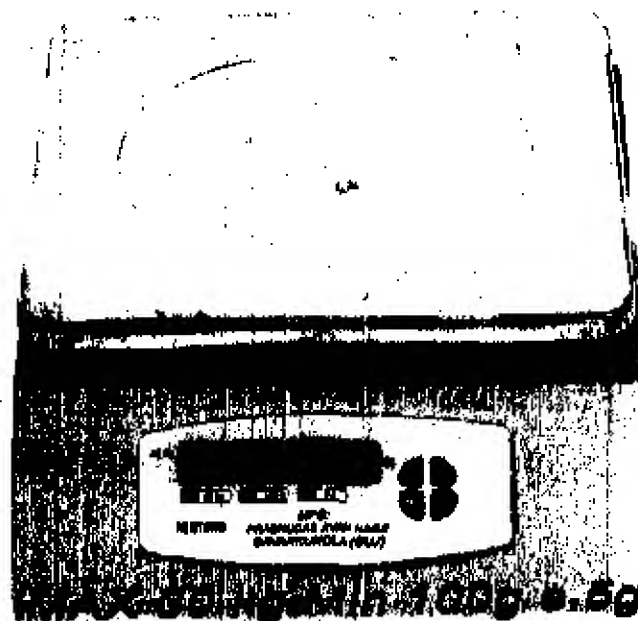
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1356.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स प्रभुशस जीवन नागजी, नाथीबाजार, पो ओ बोक्स-12 सावरकुण्डला द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "पी जे एन-25" शृंखला अंकक सूचक सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "दा की ब्राण्ड" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/514 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कमटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए भी सीलबन्ध किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा में या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^0 , 2×10^0 , 5×10^0 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(246)/2007]

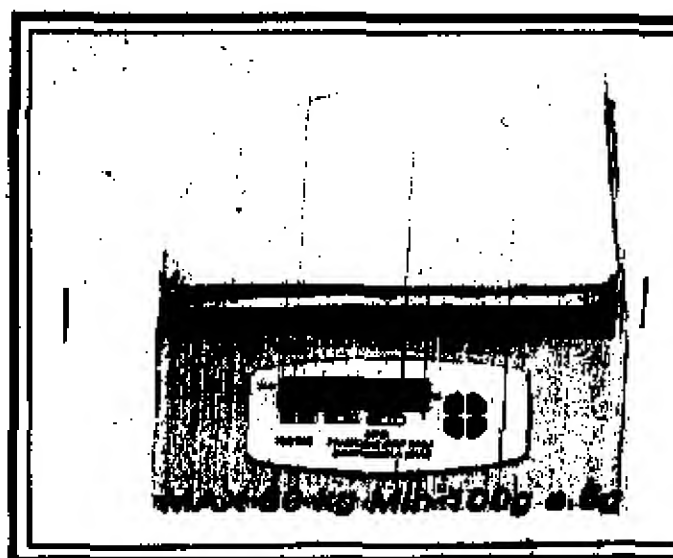
आर. माधुरक्षम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1356.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "PJN-25" series of medium accuracy (accuracy class-III) and with brand name "The Key Brand" (herein referred to as the said model), manufactured by M/s. Prabhudas Jivan Nagji, Nadibazar, PO Box-12, Savarkundla and which is assigned the approval mark IND/09/07/514;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done through the hole made in the bottom and top cover of the instrument at the left and right side and a seal wire is passed through these holes on both sides. A Square lead seal is applied to the sealing wire on both sides of the indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (246)/2007]

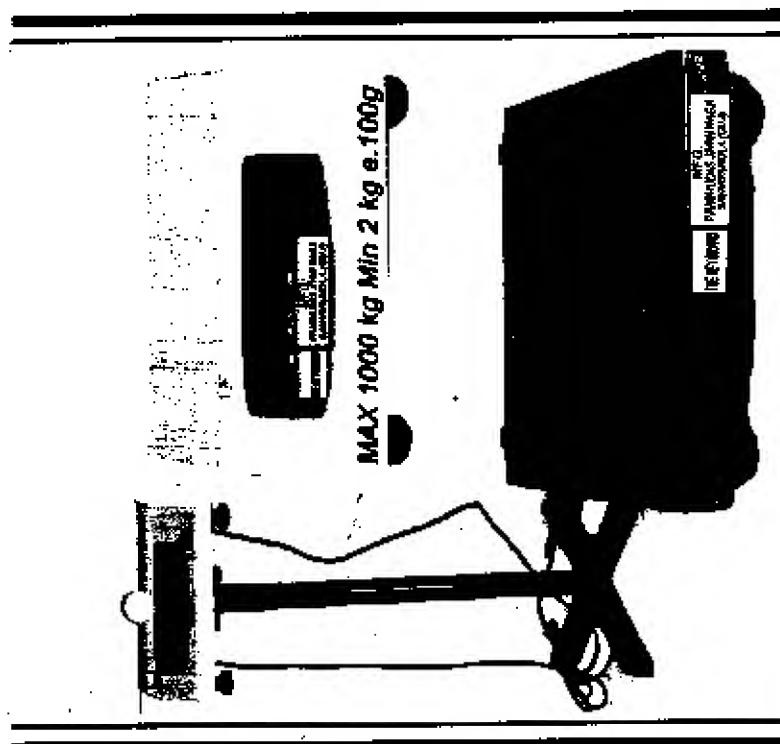
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1357.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स प्रभुदास जीवन नागजी, नादीबाजार, पो ओ बॉक्स-12 सावरकुण्डला द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "पी जे एन-यू" शृंखला के स्वतः सूचक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल, का, जिसके ब्रांड का नाम "रा की ब्राण्ड" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/516 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का मार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। स्तथापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टैमिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में स्तथापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(246)/2007]

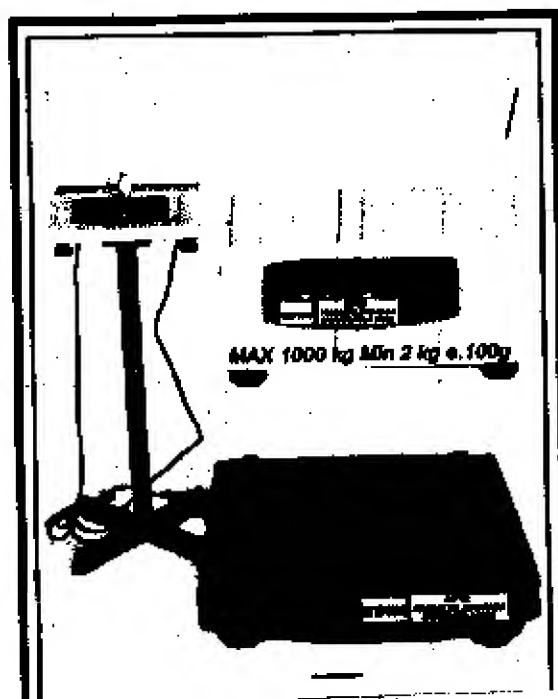
आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1357.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of "PJN-U" series of medium accuracy (Accuracy class-III) and with brand name "The KEY BRAND" (herein referred to as the said model), manufactured by M/s. Prabhudas Jivan Nagji, Nadibazar, PO Box-12, Savarkundla and which is assigned the approval mark IND/09/07/516;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done through the hole made in the rear plate and the front body of the indicator of the instrument at the left and right both sides with stamping plate hole and a seal wire is passed through these holes on both sides. A square lead seal is pour through seal wire on the both sides of the instrument. A typical schematic diagram of the sealing provision of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg. and up to 5,000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (246)/2007]

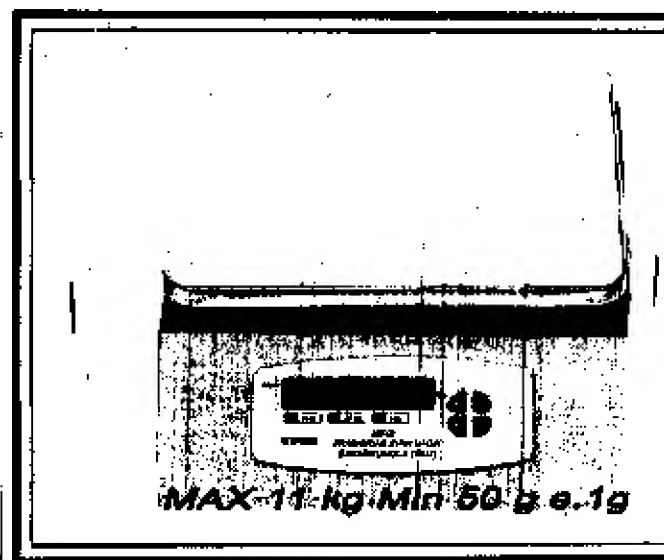
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2008

का.आ. 1358.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स प्रभुदास जीवन नागजी, नादीबाजार, पो ओ बॉक्स-12, सावरकुण्डला द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग II) वाले "पी जे एन-12" शृंखला अंकक सूचन सहित अस्वचलित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "दा की ब्राण्ड" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी 109/07/515 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचलित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 11 कि.ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्ध किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के 'ई' मान के लिए 100 से 50,000 की रेंज में और 100 मि.ग्रा. अथवा उससे अधिक के 'ई' मान के लिए 5000 से 50,000 की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान $1 \times 10^*$, $2 \times 10^*$ अथवा $5 \times 10^*$, के हैं, जहाँ पर 'के' घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21(246)/2007]

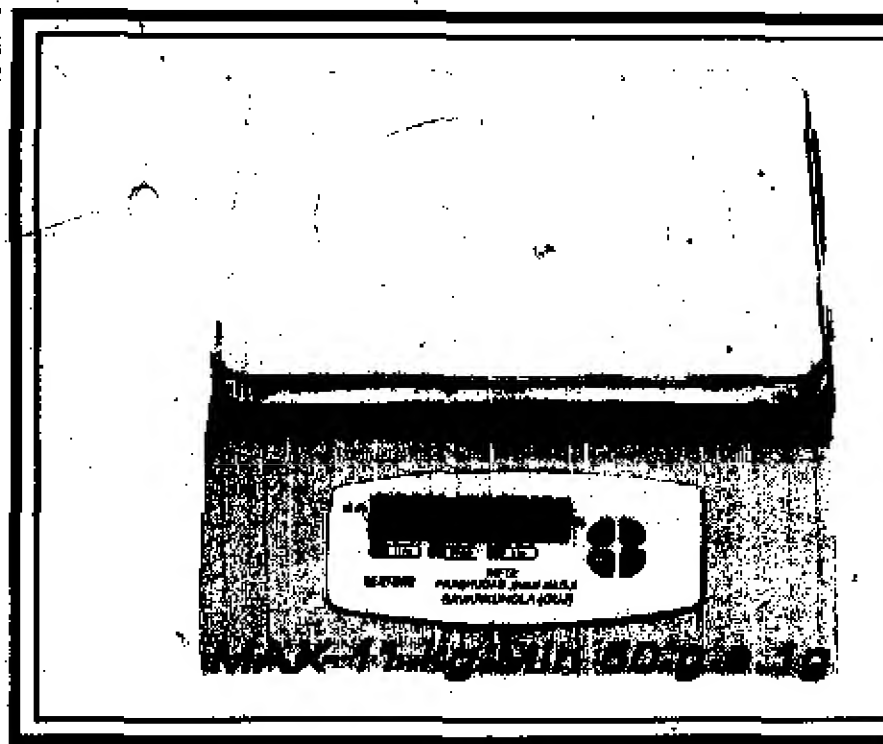
आर. माधुबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2008

S.O. 1358.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic, weighing instrument (Tabletop type) with digital indication of "PJN-12" series of high accuracy (accuracy class-II) and with brand name "The KEY BRAND" (herein referred to as the said model), manufactured by M/s Prabhudas Jivan Nagji, Nadibazar, PO Box-12, Savarkundla and which is assigned the approval mark IND/09/07/515;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 11 Kg and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done through the hole made in the bottom and top cover of the instrument at the left and right side and a seal wire is passed through these holes on both sides. A Square lead seal is applied to the sealing wire on both sides of the instrument. A typical schematic diagram of the sealing provision of the model given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg, and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg, and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg, or more and with 'e' value of 1×10^3 , 2×10^3 or 5×10^3 , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (246)/2007]

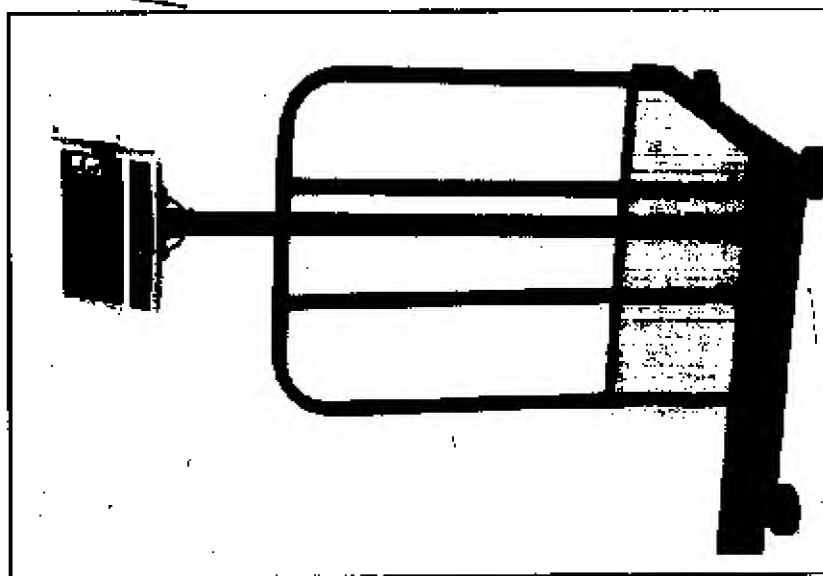
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1359.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स मिश्रीलाल मोतीलाल, 71, सारंग स्ट्रीट, मुंबई-400003 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एम एल पी-7” श्रृंखला के स्वतः सूचक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्रांड का नाम “एम-साल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/495 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त माडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 किलो ग्राम और न्यूनतम क्षमता 2 किलोग्राम है। स्थापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इंडिकेटर के नीचे की प्लेट और सामने की प्लेट में छेद करके सीलिंग तार द्वारा मॉडल के इंडिकेटर को सील किया जाता है। सीलिंग तार को इन दो छेदों में से निकाला गया और प्लम को सीलिंग तार से जोड़ा गया है। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में स्थापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जहाँ पर ‘के’ धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(271)/2007]

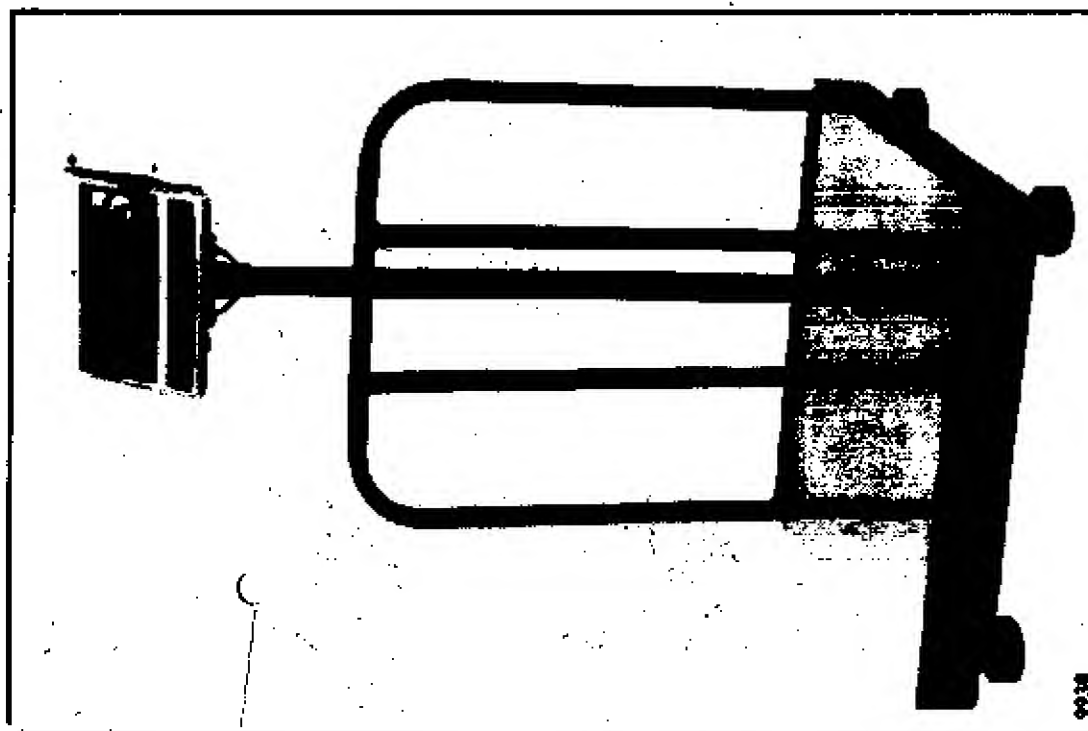
आर माधुरबोधम, निर्देशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1359.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating, non-automatic, (Platform type) weighing instrument with digital indication of "MLP-7" series of medium accuracy (Accuracy class-III) and with brand name "M-LAL" (herein referred to as the said model), manufactured by M/s. Misrilal Motilal, 71, Sarang Street, Mumbai-400003 and which is assigned the approval mark IND/09/07/495

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000kg and minimum capacity of 2Kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done at the rear side of the indicator through the hole made in the bottom plate and top cover, then sealing wire is passed through these two holes and the lead seal is fixed into the wire. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity above 50kg and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (271)/2007]

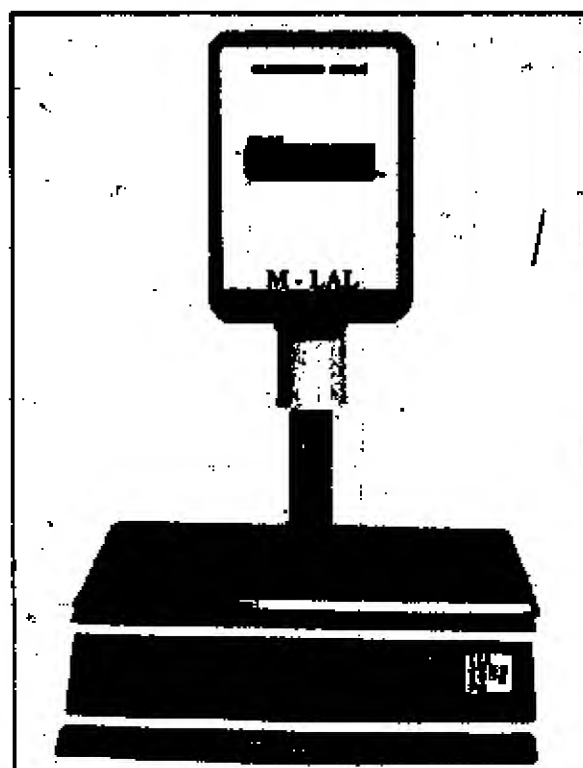
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

क.आ. 1360.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स मिश्रीलाल मोतीलाल, 71, सारंग स्ट्रीट, मुंबई-400003 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “ए एल टी-11” श्रृंखला अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एम-लाल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/494 समनुद्देशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 किलो ग्राम और न्यूनतम क्षमता 100 ग्राम है। स्थापन मापमान अंतराल (ई) 5ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रमाण है। प्रकाश उत्सर्जक डिपोजा (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इंडिकेटर के नीचे की प्लेट और सामने की प्लेट में छेद करके सीलिंग तार द्वारा मॉडल के इंडिकेटर को सील किया जाता है। सीलिंग तार को इन दो छेदों में से निकाला गया और प्लग को सीलिंग तार से जोड़ा गया है। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्राम से 2 ग्राम तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में स्थापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में स्थापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा सं डब्ल्यू एम 21(271)/2007]

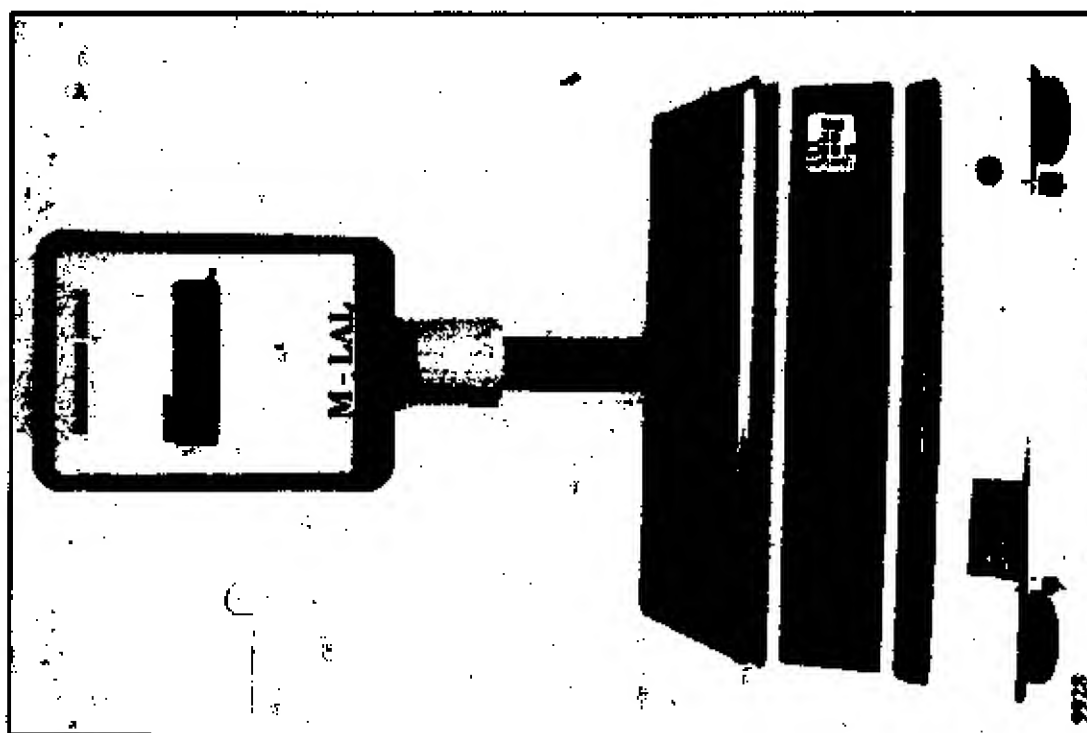
आर. भायुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1360.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Tabletop type) weighing instrument with digital indication of "MLT-11" series of medium accuracy (Accuracy class-III) and with brand name "M-LAL" (herein referred to as the said model), manufactured by M/s. Misrilal Motilal, 71, Sarang Street, Mumbai-400003 and which is assigned the approval mark IND/09/07/494;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done through the hole made in the bottom plate and front of the scale, then sealing wire is passed through these two holes and the lead seal is fixed in to the wire. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (271)/2007]

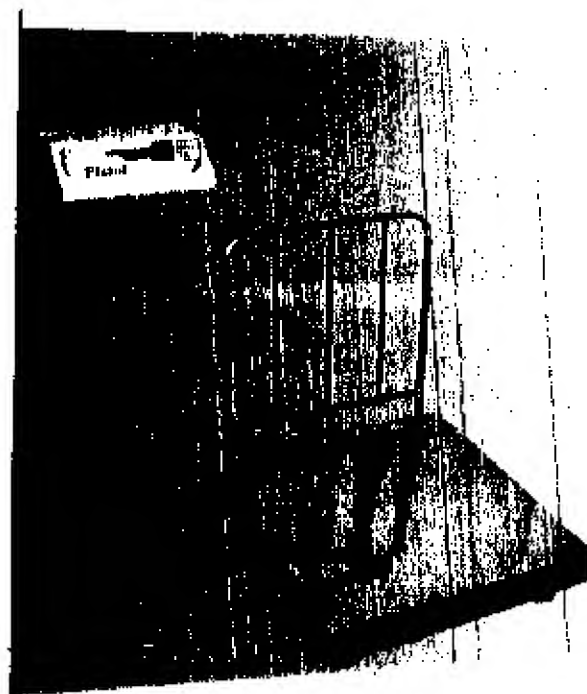
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1361.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स जे.के. मिस्त्री एंड कंपनी, काडिया भवन, 56, न्यू देवास रोड, इंदौर, मध्य प्रदेश द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "जे के -704" शृंखला के अंकन सूचक सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "पिस्टल" है (जिसे इसमें इसके पश्चात उक्त मॉडल कहा गया है) और जिसे अनुमोदन बिहू आई एन डी/09/07/370 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करता है।

उक्त मॉडल एक विकृत रोज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 500 किलो ग्राम और न्यूनतम क्षमता 1 किलोग्राम है। सत्यापन मापमान अंतराल (ई) 50ग्र. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) पदार्थ तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्र. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्र. से अधिक और 5000 कि.ग्र. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(203)/2007]

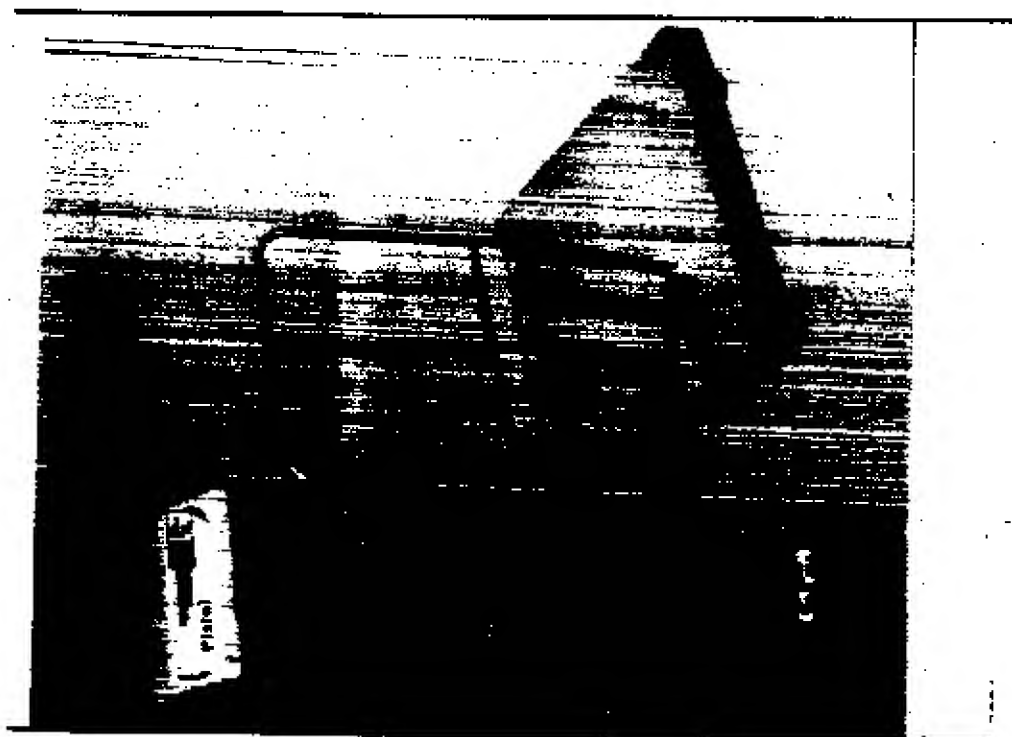
आर माधुरवृधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1361.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "JK-704" series of medium accuracy (Accuracy class-III) and with brand name "PISTOL" (herein referred to as the said model), manufactured by M/s. J.K. Mishry & Company, Kadia Bhawan, 56, New Devas Road, Indore, Madhya Pradesh and which is assigned the approval mark IND/09/07/370;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (203)/2007]

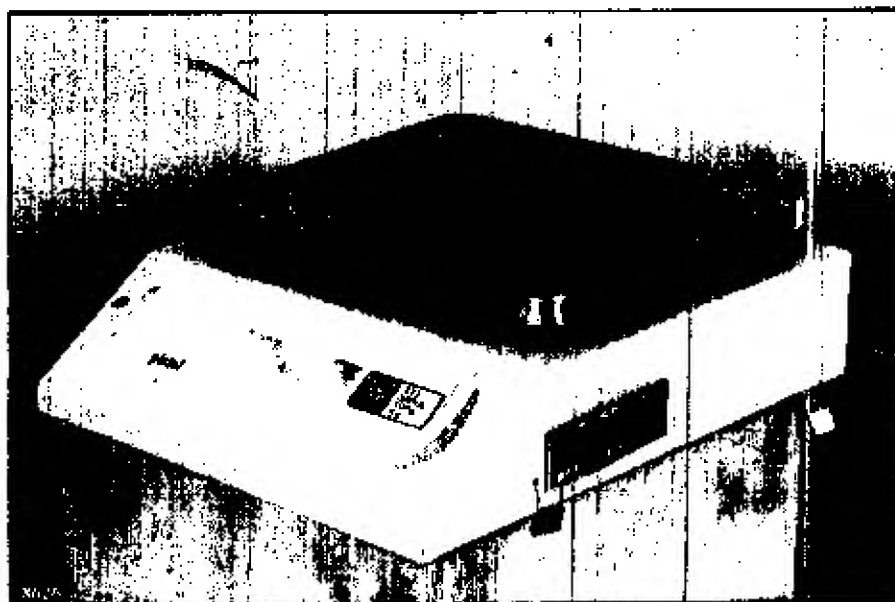
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

क्र.अ. 1362.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स जे.के. मिस्त्री एंड कंपनी, काडिया भवन, 56, न्यू देवास रोड, इंदौर, मध्य प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जे के -407" श्रृंखला के अंकन सूचन सहित, अस्वच्छालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "पिस्टल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एम डी/09/07/369 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वच्छालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किलो ग्राम और न्यूनतम क्षमता 100 ग्राम है। स्थापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्युत्पन्नात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को निम्नी से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सॉलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा से 2 ग्रा. तक 'ई' मान के लिए 100 से 10,000 तक के रेंज में स्थापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में स्थापन मापमान अंतराल (एन) सहित 50 कि. ग्राम की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

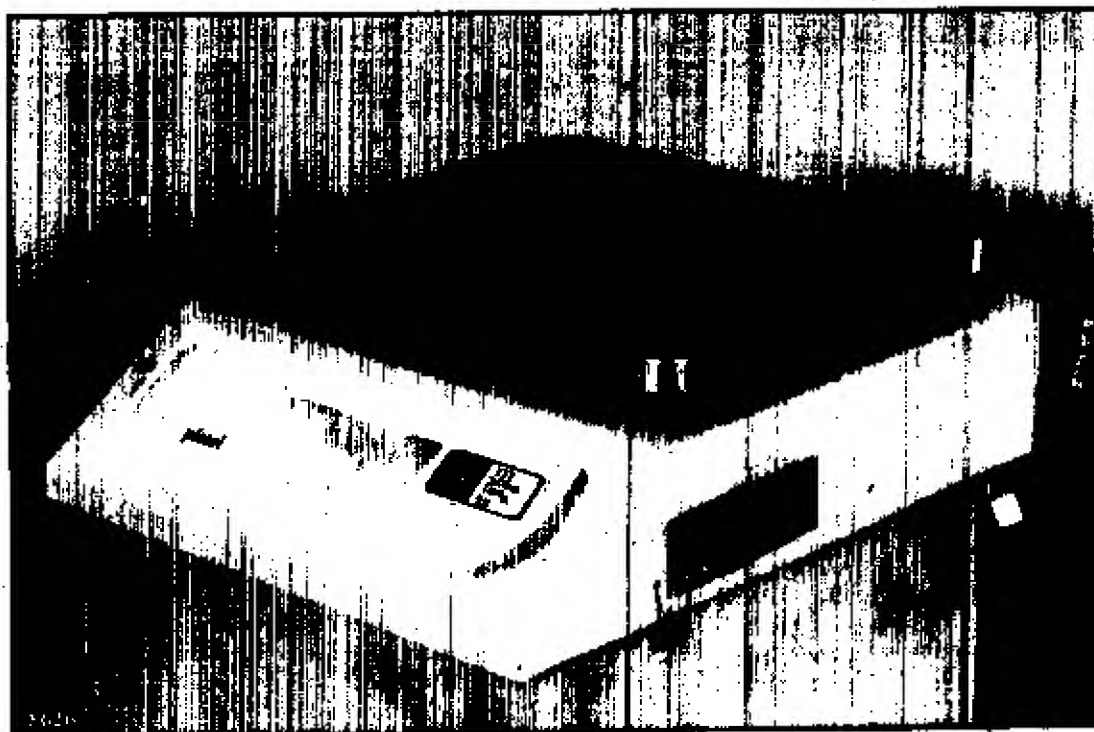
[फा. सं. डब्ल्यू एम-21(203)/2007]

आर. माथुरब्रूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1362.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "JK-407" series of medium accuracy (Accuracy class-III) and with brand name "PISTOL" (herein referred to as the said model), manufactured by M/s. J.K. Mishtry & Company, Kadia Bhawan, 56, New Devas Road, Indore, Madhya Pradesh and which is assigned the approval mark IND/09/07/369;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (ϵ) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (203)/2007]

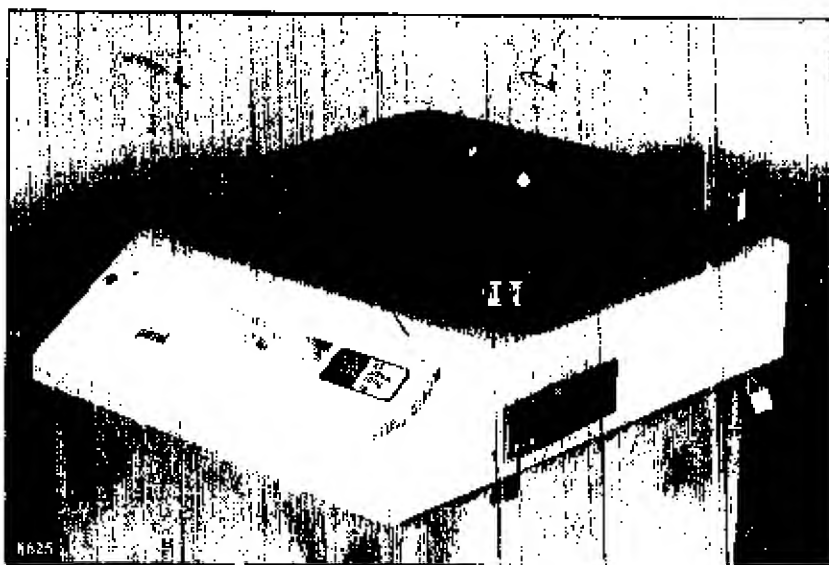
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1363.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स जे.के. मिस्त्री एंड कंपनी, काडिया मघन, 56, न्यू देवास रोड, इंदौर, मध्य प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-III) वाले “जे के -740” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “मिस्टल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/368 समनुदर्शित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किलो ग्राम है और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अंतराल (ई) 2ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिजली से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही पैक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(203)/2007]

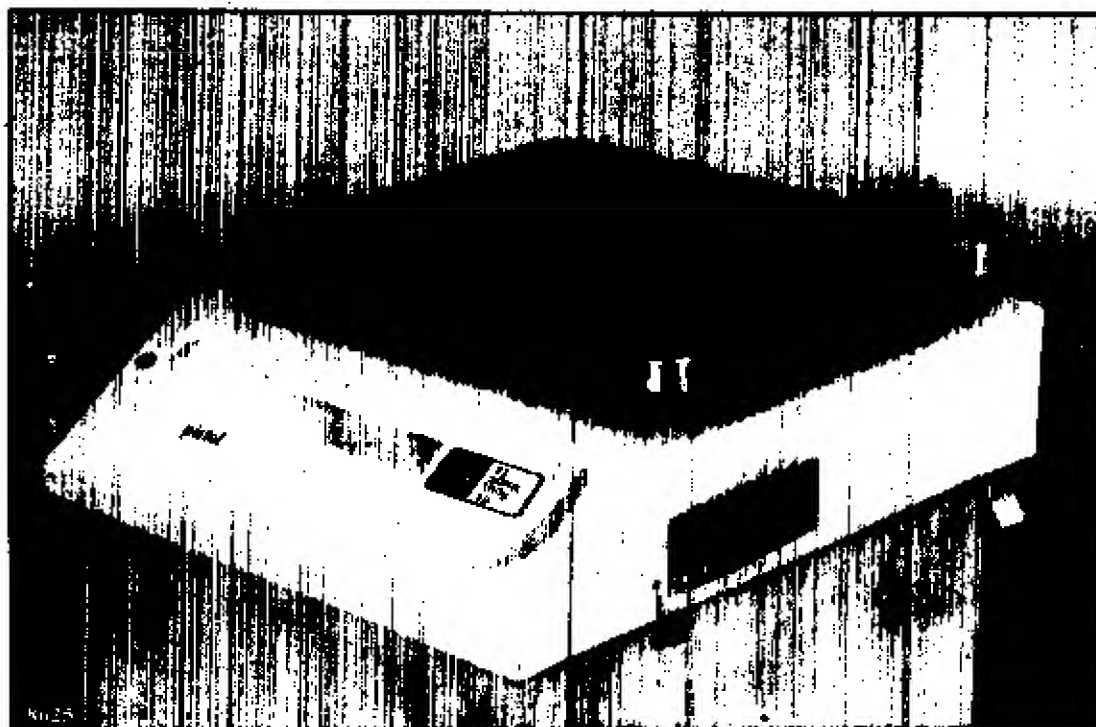
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1363.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions.

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "JK-740" series of high accuracy (Accuracy class-II) and with brand name "PISTOL" (herein referred to as the said model), manufactured by M/s. J.K. Mishtry & Company, Kadia Bhawan, 56, New Devdas Road, Indore, Madhya Pradesh and which is assigned the approval mark IND/09/07/368;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principles etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

(F. No. WM-21 (203)/2007)

R. MATHURBOOTHAM, Director of Legal Metrology

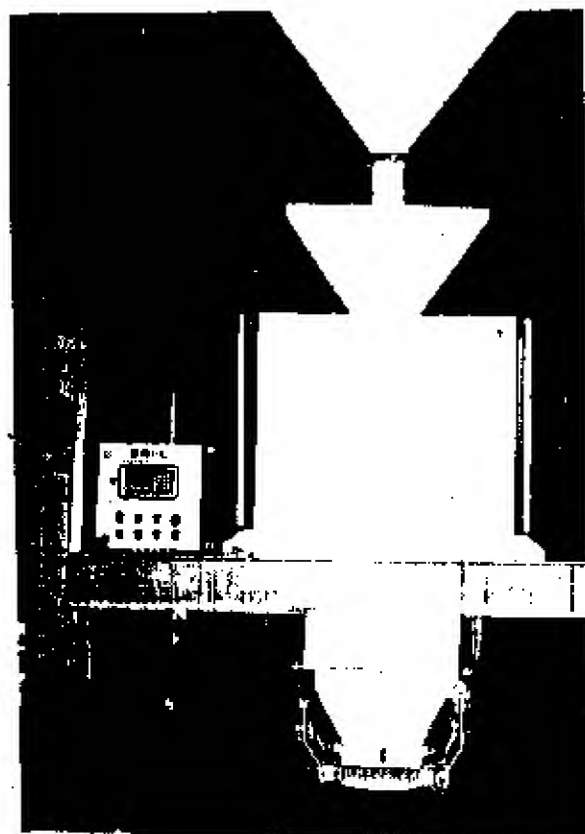
नई दिल्ली, 18 मार्च, 2008

क्र.आ. 1364.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री-एल आटोमेशन, नं. 9, फर्स्ट मेन रोड, वीरजनेया मंदिर के पास, संजोविनी नगर, पीनिया, सेकिण्ड स्टेज, हेगनहैली, बंगलूर-560091, कर्नाटक द्वारा विनिर्मित यथार्थता वर्ग X(1) वाले "एस आर एफ-001" शृंखला के स्वचालित ग्रेवीमेट्रिक फीलिंग उपकरण (वे फिलर) मॉडल का, जिसके ब्रांड का नाम "श्री-एल आटोमेशन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/457 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित (ग्रेवीमेट्रिक फीलिंग) उपकरण (वे फिलर) है। इसकी अधिकतम क्षमता 100 कि.ग्रा. है। इसकी अधिकतम भराव दर 4 भराव प्रति मिनट है। मशीन का निर्माण फ्री प्लोइंग उत्पाद जैसे दालें, अनाज, मसाले, चाय, चीनी, चावल, बीज आदि के भराव के लिए किया गया है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सफ़ाई डायग्राम, कार्यकारी सिद्धांत आदि को शर्तों के संबंध में परिवर्तित नहीं किया जाएगा। स्टाम्पिंग प्लेट के पास दोनों कोनों के पीछे ईडीकेटर पर लीड तार द्वारा सीलिंग की जाएगी।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिसकी रेंज 10 कि.ग्रा. से 100 कि.ग्रा. होगी।

[फा. सं. डब्ल्यू एम-21(223)/2007]

आर माधुरबुधम, निदेशक, विधिक माप विज्ञान

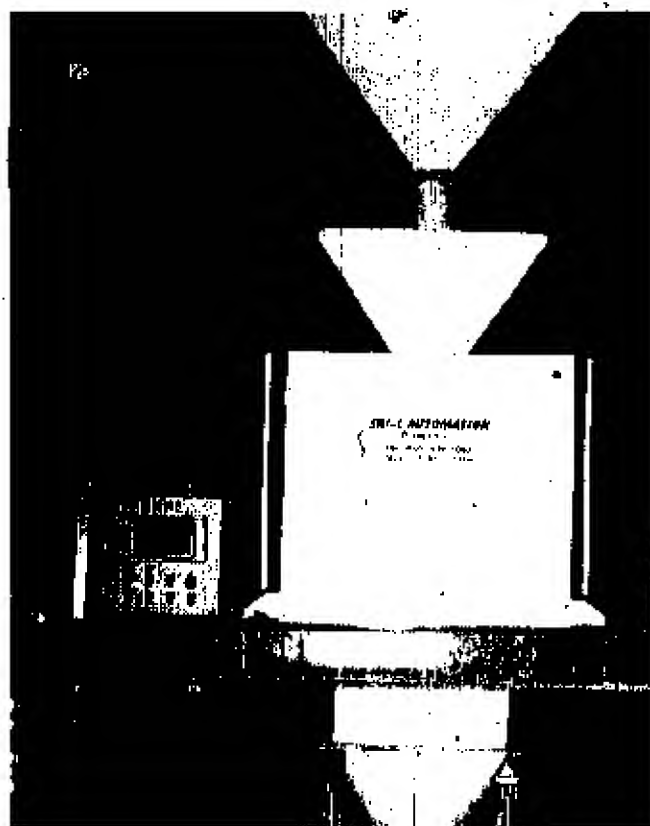
New Delhi, the 18th March, 2008

S.O. 1364.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument (Weigh filler) belonging to accuracy class X(1) of 'SRF-001' series with brand name "SRI-LAUTOMATION" (herein referred to as the said Model), manufactured by M/s. Shri-L Automation, No.9, 1st Main Road, Near Veeranjaneya Temple, Sanjivini Nagar, Peenya 2nd Stage, Hegganahally, Bangalore-560091, Karnataka and which is assigned the approval mark IND/09/07/457;

The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument (Weigh Filler). Its maximum capacity is 100kg. Its maximum fill rate is 4 fills per minute. The machine is designed for filling the free flowing products like pulses, grains, spices, tea, sugar, rice, seeds etc. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

The sealing shall be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. The sealing is done by lead wire at the rear end of indicator on both corner nears stamping plate.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with capacity in the range of 10kg to 100kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

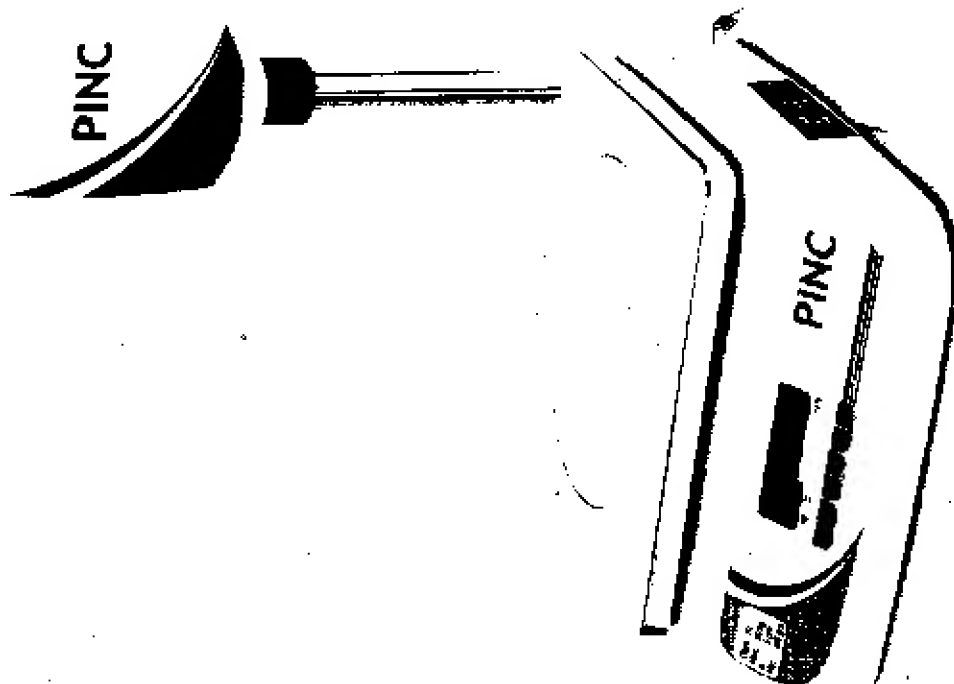
[F. No. WM-21 (223)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1365.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पिंक इलेक्ट्रॉनिक्स आई एन सी, शॉप नं. 1, हरिओम सोसायटी के पास राजेन्द्रा पार्क, आन नेशनल हाईवे, ओडव, अहमदाबाद-15 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "पी आई टी-11" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्राण्ड का नाम 'पिंक' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई. एन डी 109/07/459 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित (टेबल टॉप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉफिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मशीन के दाएं कोने पर छेद में से तार द्वारा और इसके पिछले भाग से भी सीलबन्द किया जाएगा। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10000 तक के रेंज में सत्यापन अंतराल (एन) और सहित 50 कि.ग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-4} , 2×10^{-4} , 5×10^{-4} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

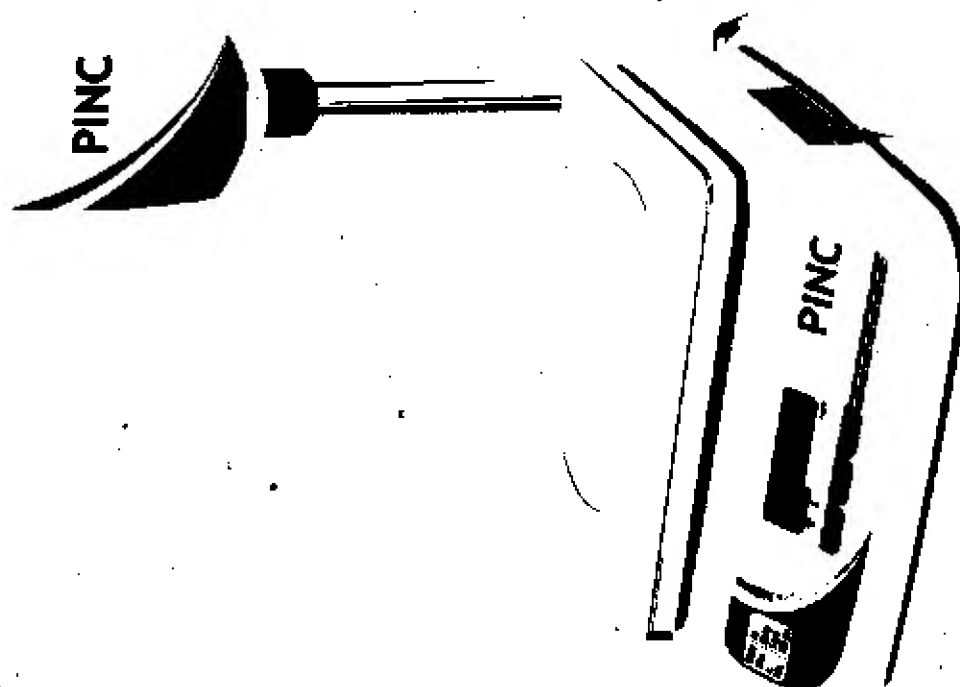
[फा. सं. डब्ल्यू एम-21(236)/2007]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1365.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of "PIT-11" series of medium accuracy (accuracy class-III) and with the brand name "PINC" (herein referred to as the said model), manufactured by M/s. Pinc Electronic Inc., Shop No.1, Nr. Hariom Society, Nr. Rajendra Park, On National Highway, Odhav, Ahmedabad-15 and which is assigned the approval mark IND/09/07/459.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by the wire through the hole at the right corner of the machine and also at the back side. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (236)/2007]

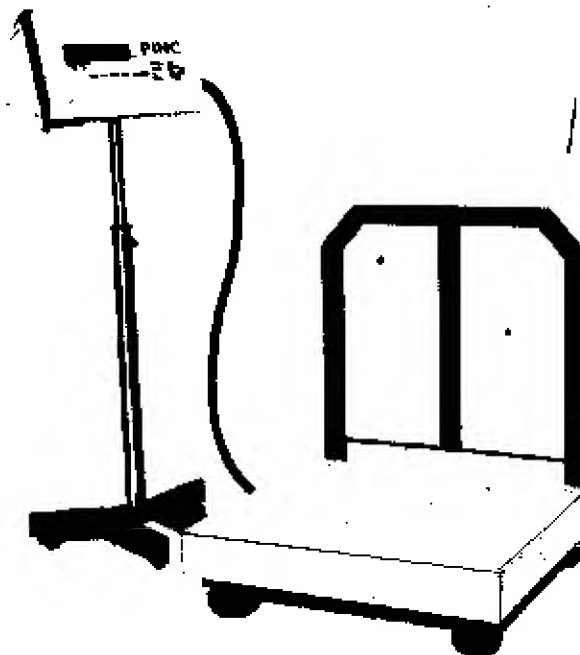
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1366.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पिन्क इलेक्ट्रॉनिक्स आई एन सी, शॉप नं. 1, ठरिओम सोसायटी के पास राजेन्द्रा पार्क, आन नेशनल हाईवे, ओडव, अहमदाबाद-15 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "पी आई पी एफ-6" शृंखला के अंकक सूचन सहित स्वतः सूचक अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्राण्ड का नाम 'पिन्क' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/461 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का बार सेल आधारित तोलन अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 किलो ग्राम है और न्यूनतम क्षमता 1 किलो ग्राम है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। मशीन में कि. ग्रा. को लीटर में परिवर्तित करने की भी सुविधा है।



स्टीपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धान्त आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा। दाएं कोने पर छेद में से तार द्वारा और इंडिकेटर के पिछले भाग से सीलबंद किया जाएगा। मॉडल के सीलिंग प्रावधान का स्वीकृति डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अंतराल (एन) और सहित 50 किलो ग्राम से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^3 , 2×10^3 , या 5×10^3 , के हैं, धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(236)/2007]

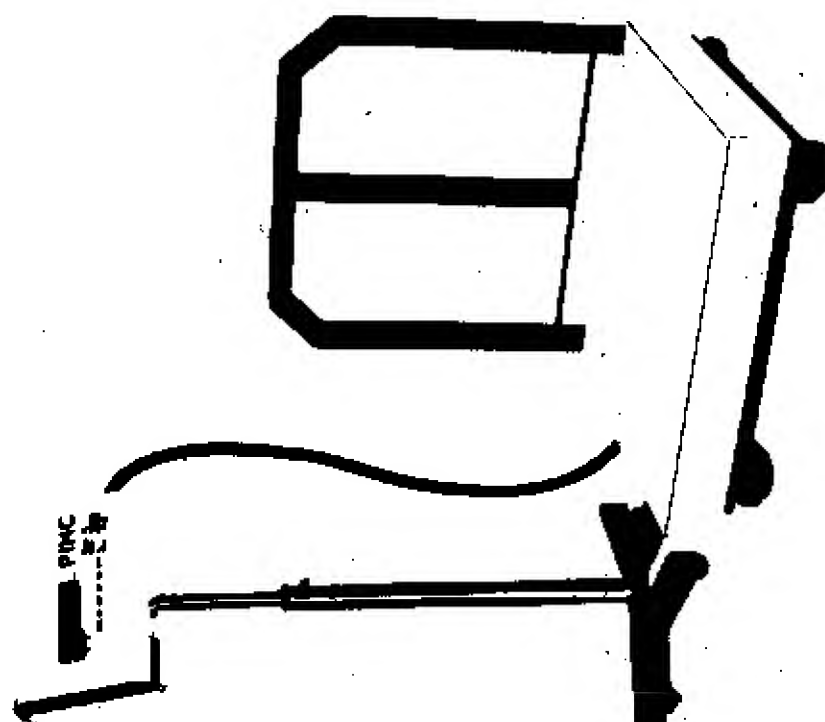
आर माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1366.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the Self indicating, non-automatic (Platform type) weighing instrument with digital indication of "PIPF-6" series of medium accuracy (Accuracy class-III) and with brand name "PINC" (herein referred to as the said model), manufactured by M/s. PINC Electronic Inc., Shop No.1, Nr. Hariom Society, Nr. Rajendra Park, On National Highway, Odhav, Ahmedabad-15 and which is assigned the approval mark IND/09/07/461;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500 kg and minimum capacity of 1Kg. The verification scale interval (e) is 50g. It has a tare device with 100 per cent subtractive retained tare effect. The instrument operates on 230 Volts and 50 Hertz alternative current power supply. The machine is also having facility for conversation of kg to litre.



In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by the wire through the hole at the right corner and at the back side of the indicator. A typical diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity up to 50Kg and upto 5000Kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (236)/2007]

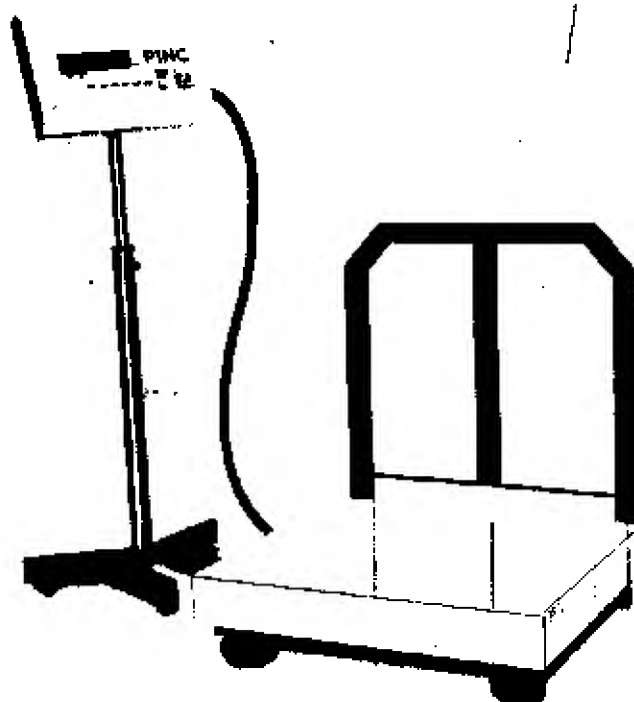
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1367.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स पिन्क इलेक्ट्रॉनिक्स आई एन सी, शाँप नं. 1, हरिओम सोसायटी के पास राजेन्द्रा पार्क, आन नेशनल हाईवे, ओडिसा, अहमदाबाद-15 द्वारा विनिर्मित द्रव्य यथार्थता (यथार्थता वर्ग II) वाले "पी आई पी-6" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्राण्ड का नाम 'पिन्क' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/460 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 300 किलोग्राम और न्यूनतम क्षमता 1 किलोग्राम है। स्थापन मापमान अन्तराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को विक्री के पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धान्त आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा। दाएं कोने पर छेद में से तार द्वारा और इंडिकेटर के पिछले भाग से सीलबंद किया जाएगा। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के 'ई' मान के लिए 5,000 से 50,000 तक की रेंज में स्थापन अंतराल (एन) सहित 50 कि.ग्राम से अधिक और 5,000 कि.ग्र. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(236)/2007]

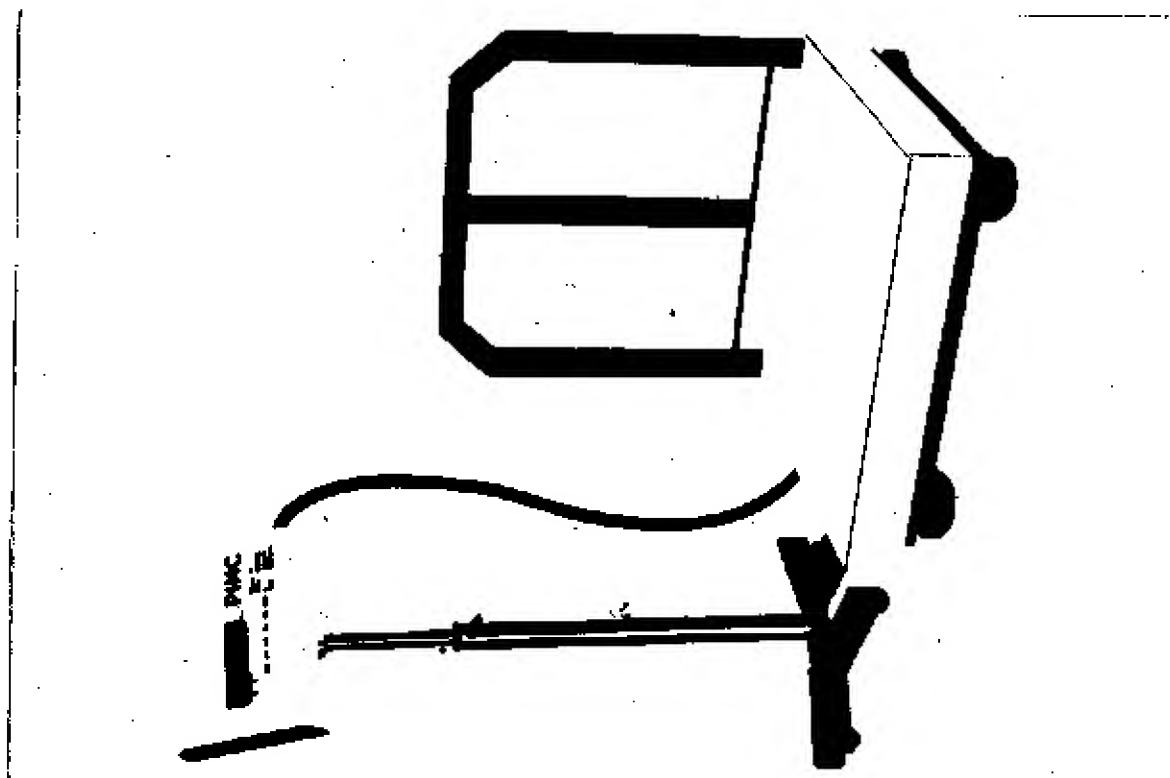
आर माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1367.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions.

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "PIP-6" series of high accuracy (Accuracy class-II) and with brand name "PINC" (herein referred to as the said model), manufactured by M/s. PINC Electronic Inc., Shop No.1, Nr. Hariom Society, Nr. Rajendra park, On National Highway, Odhav, Ahmedabad-15 and which is assigned the approval mark IND/09/07/460.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 300kg and minimum capacity of 1kg. The verification scale interval (e) is 20g. It has a tare device with 100 percent subtractive retained tare effect. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by the wire through the hole at the right corner and at the back side of the indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity range above 50kg and upto 5,000kg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^4 , 2×10^4 or 5×10^4 , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (236)/2007]

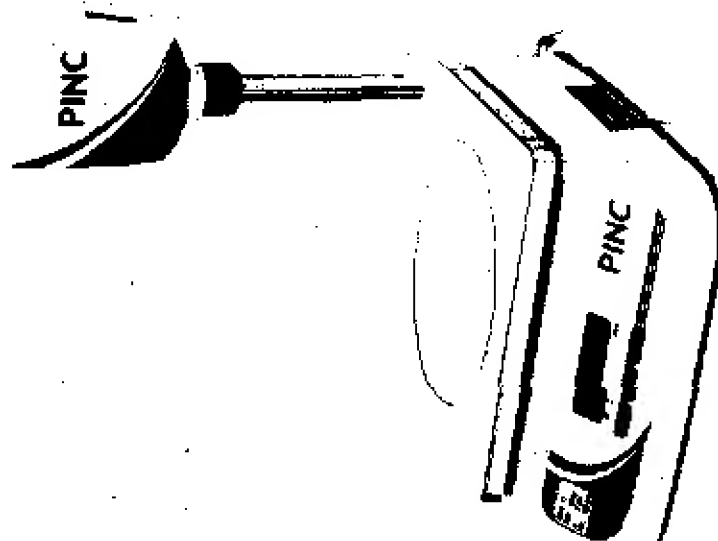
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 18 मार्च, 2008

का.आ. 1368.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पिन्स इलेक्ट्रॉनिक आई एन सी, शांति नं. 1, हरिओम सोसायटी के पास राजेन्द्रा पार्क, आन नेशनल हाईवे, ओडव, अहमदाबाद-15 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "पी आई जे-12" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) को मॉडल का जिसके ब्राण्ड का नाम 'पिन्स' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी /09/07/458 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किलो ग्राम और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अंतराल (ई) 2 ग्राम है। इसमें एक आधेयुगलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयुगलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी भी सीलबंद किया जाएगा। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्राम से 50 मि.ग्राम तक 'ई' मान के लिए 100 से 50,000 तक के रेंज में सत्यापन अंतराल (एन) और 100 मि.ग्राम या उससे अधिक के 'ई' मान के लिए 5000 से 50000 तक के रेंज में सत्यापन अंतराल (एन) और सहित 50 कि.ग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(236)/2007]

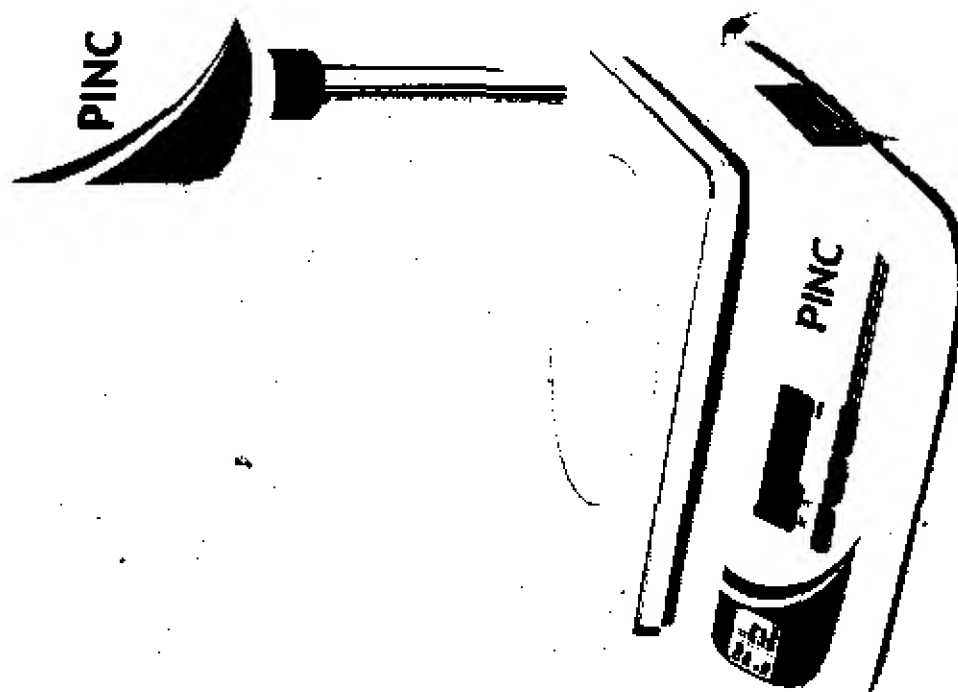
आर. माधुराधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th March, 2008

S.O. 1368.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "PIJ-12" series of high accuracy (Accuracy class-II) and with brand name "PINC" (herein referred to as the said model), manufactured by M/s. PINC Electronic Inc., Shop No. 1, Near Hariom Society, Near Rajendra park, on National Highway, Odhav, Ahmedabad-15 and which is assigned the approval mark IND/09/07/458;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by the wire through the hole at the right corner of the machine and at the back side also. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (236)/2007]

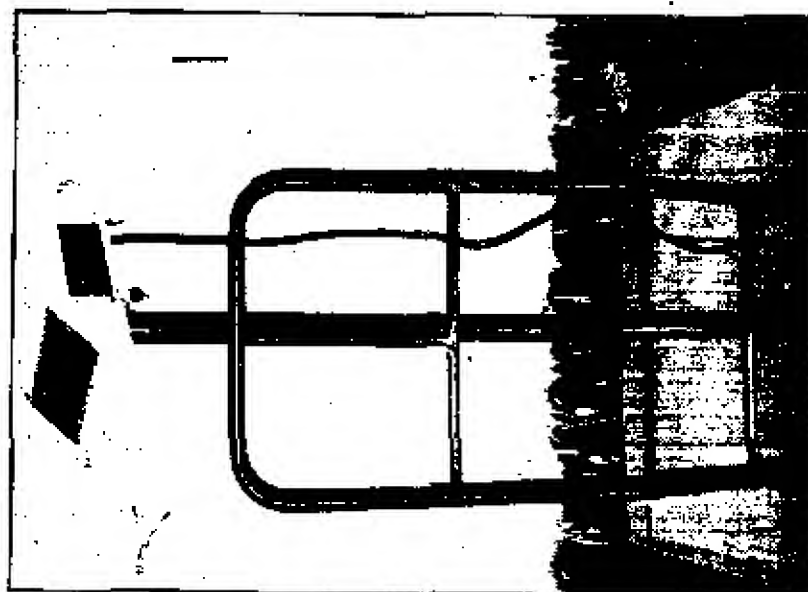
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 मार्च, 2008

क्र.आ. 1369.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स फिशर इलेक्ट्रॉनिक सिस्टम्स, 19/123/21, ए.एम.ए. कॉम्प्लैक्स, पृथ्वी रोड, त्रिसुर-4, केरल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "ए एक्स पी-7" शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एक्सैट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/363 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत रोज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 किलो ग्राम और न्यूनतम क्षमता 2 किलोग्राम है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को बिक्री के पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जहाँ पर 'के' घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21-(206)/2007]

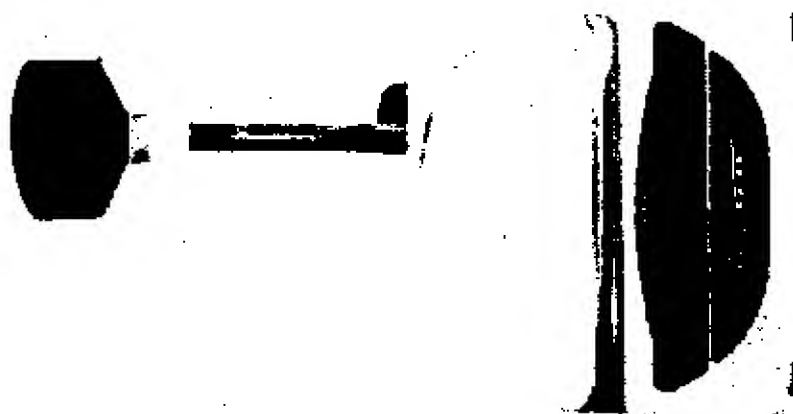
आर माधुरबुधम, निदेशक, विधिक माप विज्ञान

नई दिल्ली, 27 मार्च, 2008

का.आ. 1370.—केन्द्रीय सरकार द्वारा, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राहुल बिजनेस मशीन्स, यूको बैंक के समाने, जी.टी. रोड, पानीपत, हरियाणा द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "आर बी एम टी" शृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सक्ष्मी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/462 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 किलो ग्राम और न्यूनतम क्षमता 250 ग्राम है। इसका सत्यापन मापमान अंतराल 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यावकलनात्मक धारित आधेयतुलन प्रभाव है। लाईट इमिटिंग डायोड तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टैपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धान्त आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा। प्रदर्श के दाएं कोने में छेद और इंडिकेटर के पिछले हिस्से में छेद के माध्यम से तार द्वारा सीलिंग की जाएगी। मॉडल के सीलिंग प्रावधान का स्कीमेटिक डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्राम से 50 मि.ग्राम के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्राम या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(255)/2007]

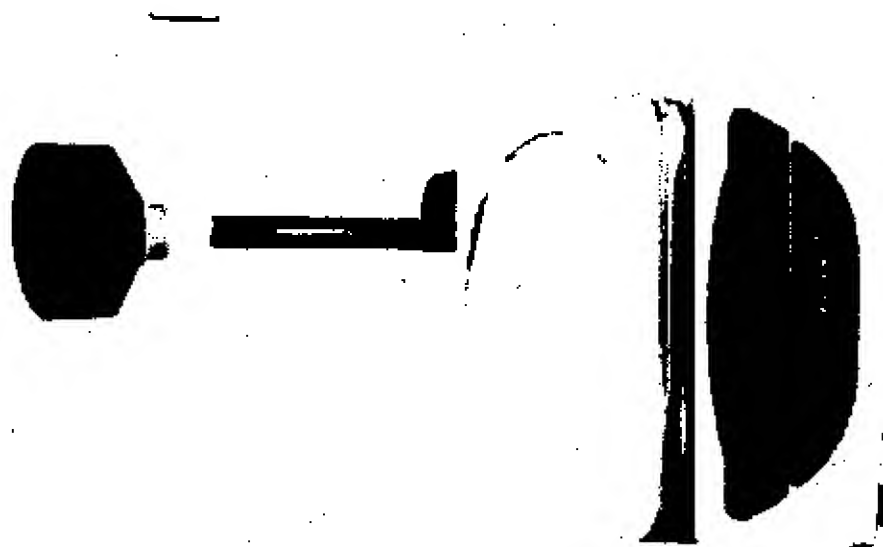
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th March, 2008

S.O. 1370.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (Tabletop type) with digital indication of "RBMT" series of high accuracy (Accuracy class-II) and with brand name "LAKSHMI" (herein referred to as the said model), manufactured by M/s. Rahul Business Machines, Opp. UCO Bank, G.T. Road, Panipat, Haryana and which is assigned the approval mark IND/09/07/462

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 250g. The verification scale interval (e) is 5g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by wire through the hole at the right corner of the display and at the back side of the indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(255)/2007]

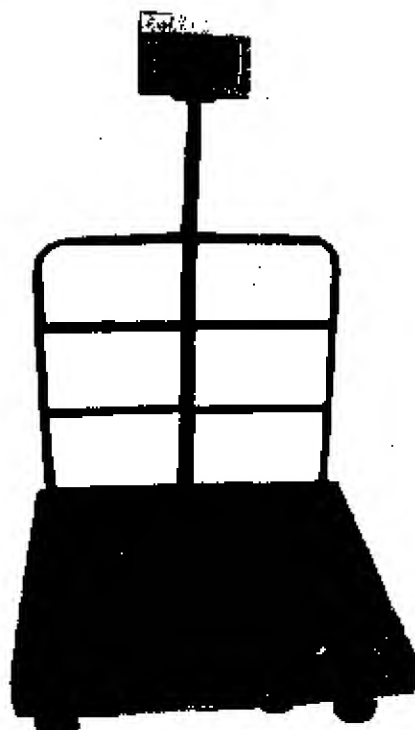
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 मार्च, 2008

का.अ. 13/1/—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स राहुल बिजनेस मशीन्स, यूको बैंक के समाने, जी.टी. रोड, पानीपत, हरियाणा द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "आर बी एम पी" शृंखला के अंकक सूचक सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "लक्ष्मी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/463 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 500 किलोग्राम और न्यूनतम क्षमता 5 किलोग्राम है। इसका सत्यापन मापमान अंतराल 100ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लाईट इमिटिंग डायोड तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारण सिद्धान्त आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा। प्रदर्श के दाएं कोने में छेद और इंडिकेटर के पिछले हिस्से में छेद के माध्यम से तार द्वारा सीलिंग की जाएगी। मॉडल के सीलिंग प्रावधान का स्कीमेटिक डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्राम या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम से 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(255)/2007]

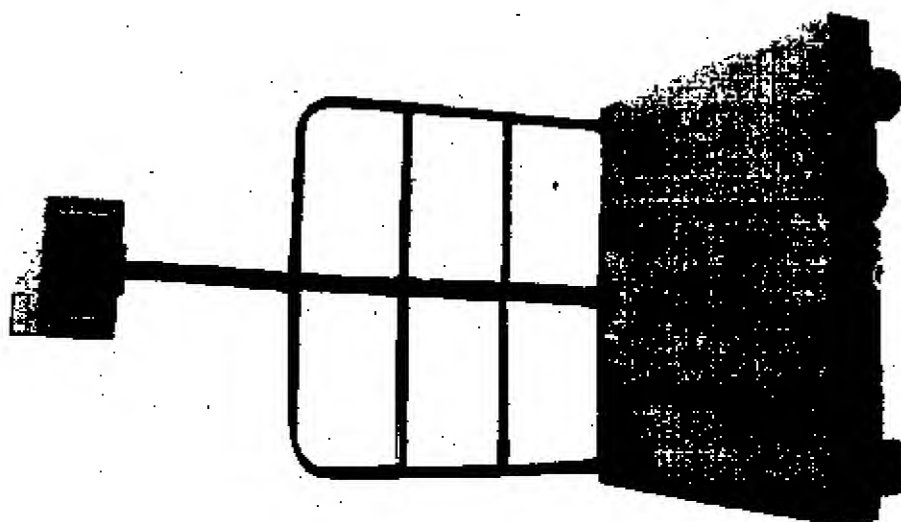
आर. माधुराधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th March, 2008

S.O. 1371.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (Platform type) with digital indication of "RBMP" series of high accuracy (Accuracy class-II) and with brand name "LAKSHMI" (herein referred to as the said model), manufactured by M/s. Rahul Business Machines, Opp. UCO Bank, G.T. Road, Panipat, Haryana and which is assigned the approval mark IND/09/07/463.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg and minimum capacity of 5kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. The sealing is done by wire and lead at the four bottom corner of the indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity range above 50kg. and up to 5000kg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(255)/2007]

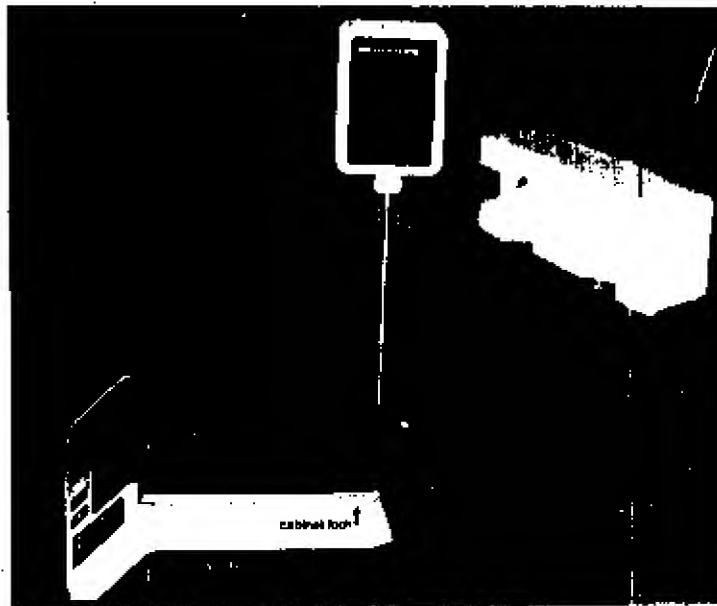
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 मार्च, 2008

का.आ. 1372.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स युनिवर्सल मार्केटिंग सर्विसेज, 3/84-ई, ईस्ट स्ट्रीट, एटीयालूर, थिरुवरूर, तमिलनाडु द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "यू एम एस-टी टी" शृंखला के अंकक सूचक सहित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का जिसके ब्रांड का नाम "मास्टर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/475 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (टेबलटाप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किलो ग्राम और न्यूनतम क्षमता 100 ग्राम है। स्थापन मापमान अंतराल (ई) 5ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश क्रिकेट डिस्प्ले डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



तार और लोड के माध्यम से मशीन के ऊपरी कवर और नीचे की प्लेट पर दो छेद करके मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा। मॉडल के सीलिंग प्रावधान का स्कीमवार प्रावधान ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्राम से 2 ग्राम तक 'ई' मान के लिए 100 से 10000 तक के रेंज में स्थापन अंतराल (एन) और 5ग्राम और या उससे अधिक के 'ई' मान के लिए 500 से 10000 तक के रेंज में स्थापन अंतराल (एन) और सहित 50 ग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^0 , 2×10^0 , या 5×10^0 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(221)/2007]

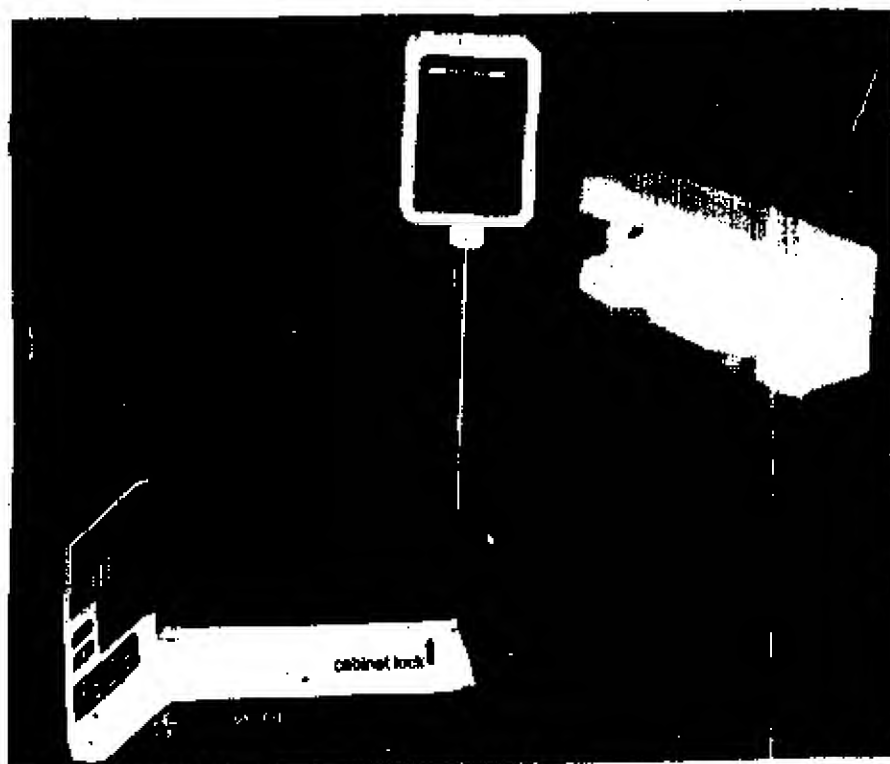
आर. माधुरवृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th March, 2008

S.O. 1372.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table Top type) with digital indication of "UMS-TT" series of medium accuracy (Accuracy class-III) and with brand name "MASTER" (herein referred to as the said model), manufactured by M/s. Universal Marketing Services, 3/84-E East Street, Ettiyalur, Tiruvarur Dt., Tamil Nadu and which is assigned the approval mark IND/09/07/475.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing is done by making holes on the bottom plate and upper cover of the on side of the the machine through wire and lead to prevent the opening of the machine for fraudulent practices. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity range upto 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

(F. No. WM-21 (221)/2007)

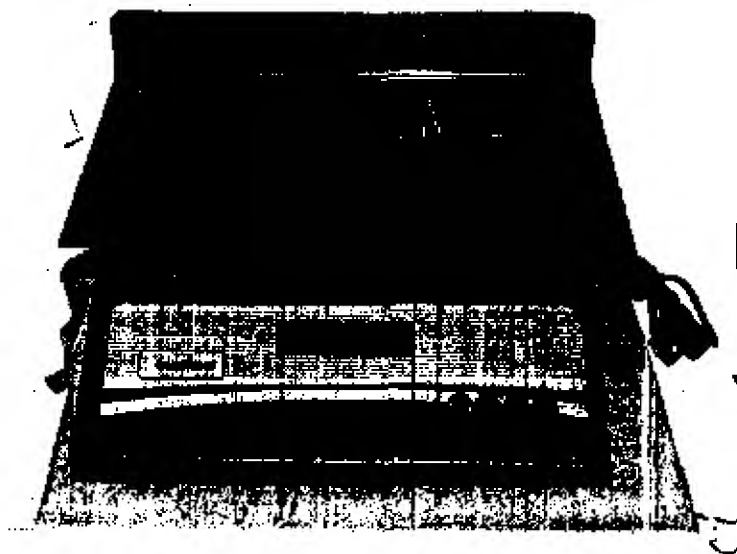
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 मार्च, 2008

का.आ. 1373.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स सिद्धेश सेल्स एंड सर्विसेज, 644, बुरल लेन, सिताबुलडी, नागपुर, महाराष्ट्र द्वारा विनिर्मित द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “डीएक्स” शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का जिसके ब्रांड का नाम “सिमेनस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन बिह आई एन डी/09/07/440 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 20 किलो ग्राम है और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अंतराल (ई) 5ग्र. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2: मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम।

स्टांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा तथा मॉडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5ग्र. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 मि.ग्र. से 2ग्र. के “ई” मान के लिए 100 से 10000 की रेंज में सत्यापन मापमान अंतराल (एन) के साथ 50 कि.ग्र. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जहाँ पर ‘के’ धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(253)/2007]

आर. माधुबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th March, 2008

S.O. 1373.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table Top type) weighing instrument with digital indication of "DX" series of medium accuracy (Accuracy class-III) and with brand name "SIEMENS" (herein referred to as the said model), manufactured by M/s. Siddhesh Sales & Services, 644, Durad Lane, Sitabuldi, Nagpur, Maharashtra and which is assigned the approval mark IND/09/07/440

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

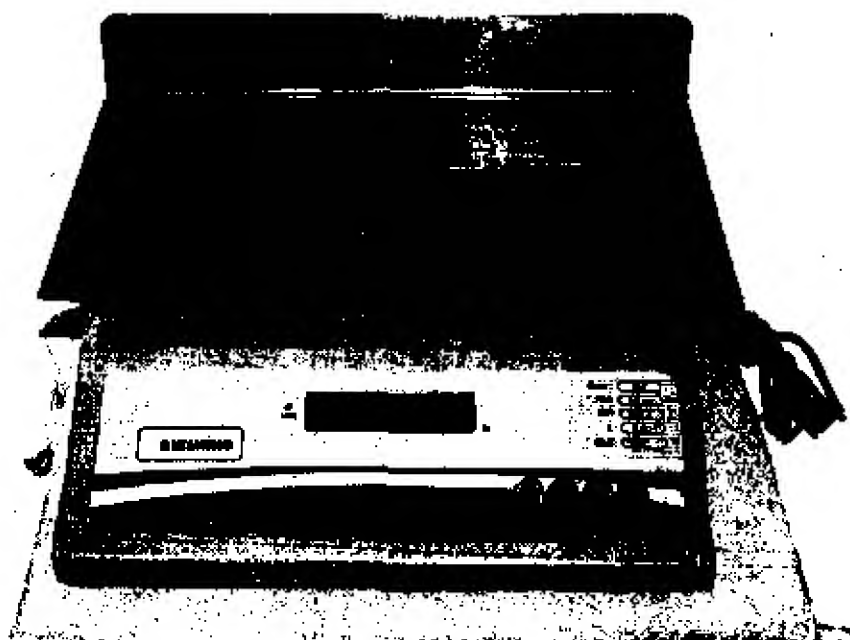


Fig. 2 : Schematic diagram of sealing provision of the model.

The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (253)/2007]

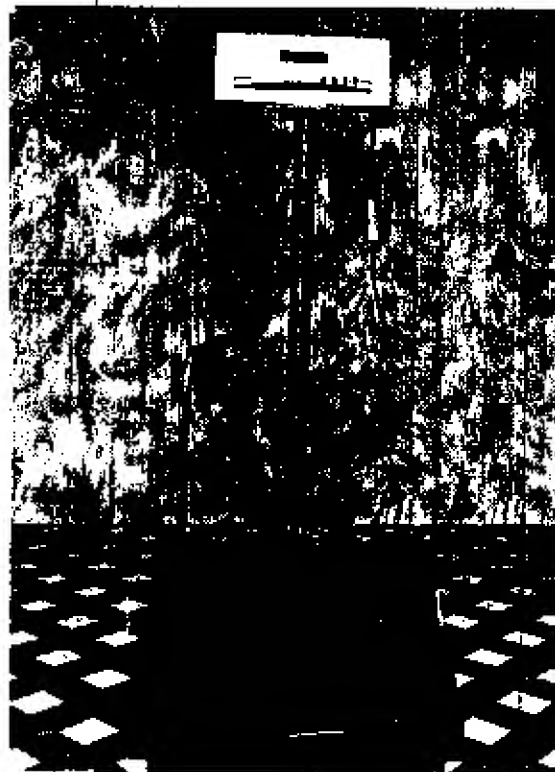
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 मार्च, 2008

फा.आ. 1374.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आवृत्ति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स सिद्धेश सेल्स एंड सर्विसेज, 644, बुरल लेन, सिताबुल्ला, नागपुर, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "पीएक्स" शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम "सिमनेस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/441 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 300 किलो ग्राम है और न्यूनतम क्षमता 2 कि.ग्राम है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(253)/2007]

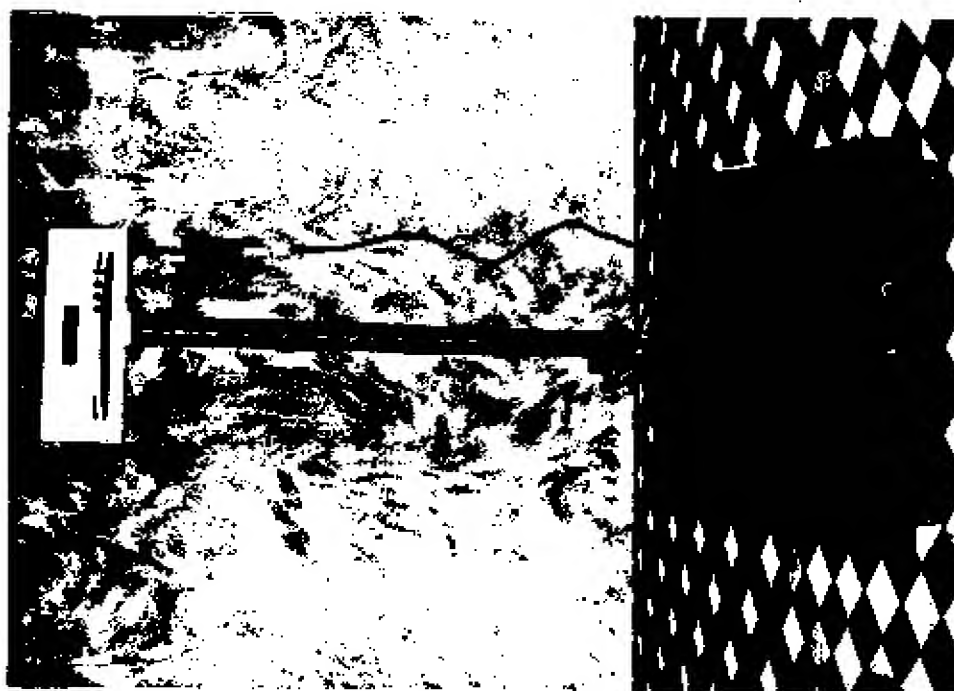
आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th March, 2008

S.O. 1374.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "PX" series of medium accuracy (Accuracy class-III) and with brand name "SIEMENS" (herein referred to as the said model), manufactured by M/s. Siddhesh Sales & Services, 644, Burad Lane, Sitabuldi, Nagpur, Maharashtra and which is assigned the approval mark IND/09/07/441.

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 300kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



The sealing shall be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg. and up to 5000kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design, and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (253)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 4 जून, 2008

का.आ. 1375.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1. आईएस 15765:2008 - लौह मिश्रधातु का छलनी विशलेषण और साइज निर्धारण के लिए नमूने लेने की पद्धति

30 अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 5/टी-32]

डा. (श्रीयति) स्नेह भाटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 4th June, 2008

S.O. 1375.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. & year of the Indian Standard Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)

1. IS 15765 : 2008 - Method of sampling ferro alloys for sieve analysis and size determination

30 April 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref:MTD 5/T-32]

DR. (Mrs.) SNEH BHATLA, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 4 जून, 2008

का.आ. 1376.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानक(कों) का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1. आईएस 1401: 2008/ आई सी 61032:1997 खोलों द्वारा व्यक्तियों और उपकरणों का रक्षण आउटलेट सत्यापन हेतु प्रोब (दूसरा पुनरीक्षण)

30 अप्रैल 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलूर, भोपाल, पुननेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 32/टी-1]

पी.के.मुखर्जी, वैज्ञा.एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 4th June, 2008

S.O. 1376.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1401 : 2008/IEC 61032 : 1997 Protection of Persons and Equipment by Enclosures—Probes for Verification (Second Revision)	—	30 April 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 32/T-1]

P.K.MUKHERJEE, Sc. F & HEAD (Electro Technical)

नई दिल्ली, 4 जून, 2008

क्र.आ. 1377.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस/आईएसओ 1940-1 : 2003 यांत्रिक कंपन स्थिर (दृढ़) स्थिति में रोटरी की गुणता अपेक्षाओं का संतुलन भाग 1 संतुलन छूट की विशिष्टियों और सत्यापन	आईएस 11723 (भाग 1) : 1992/आईएसओ 1940-1 : 1986 यांत्रिक कंपन (दृढ़) रोटरी की गुणता अपेक्षाएं भाग 1 अनुमत्त अवशिष्ट असंतुलन ज्ञात करना (प्रथम पुनरीक्षण)	30 अप्रैल, 2008
2.	आईएस 4119 : 2008 प्रैस - लकड़ी कोयले से जलने वाली-विशिष्टि (तीसरा पुनरीक्षण)	आईएस 4119 : 1995 प्रैस- लकड़ी कोयले से जलने वाली-विशिष्टि (दूसरा पुनरीक्षण)	30 अप्रैल, 2008
3.	आईएस 9730 : 2008 घरेलू खाना बनाने के बरतनों पर नान-स्टिक अप्रबलित प्लास्टिक लेपन -विशिष्टि (पहला पुनरीक्षण)	आईएस 9730 : 1981 घरेलू खाना बनाने के बरतनों पर नान-स्टिक प्लास्टिक लेपन की विशिष्टि	30 अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमई.डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 4th June, 2008

S.O. 1377.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl No.	No. & year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 1940-1:2003 Mechanical vibration—Balance quality requirements for rotors in a constant (rigid) state Part 1 Specification and verification of balance tolerances	Superseding IS 11723 (Part 1): 1992/ISO 1940-1:1986 Mechanical vibration- Balance quality requirements of rigid rotors Part 1 Determination of permissible residual unbalance (First Revision)	30 April, 2008
2.	IS 4119:2008 Press- Charcoal burning— Specification (Third Revision)	IS 4119: 1995 Press- Charcoal burning- Specification (Second Revision)	30 April, 2008
3.	IS 9730-2008 Non-stick unreinforced plastics coatings on domestic cooking utensils- Specification (First Revision)	IS 9730-1984 Specification for non-stick plastics coatings on domestic cooking utensils	30 April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Sc. 'F' & Head (Mechanical Engineering)

नई दिल्ली, 4 जून, 2008

क्रा.आ. 1378.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1855: 2003 खानों में वेष्टन द्वारा और व्यक्ति-रोहण द्वारा हुलाई के लिए सड़दार इस्पात के तार के रस्से- विशिष्ट (दूसरा पुनरीक्षण)	संशोधन नं. 1 अप्रैल, 2008	13 अप्रैल, 2008

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमई.डी./जी-2:1]

सी. के. वेदा, वैज्ञा. एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 4th June, 2008

S.O. 1378.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl No.	No. & year of the Indian Standards	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1855 : 2003 Stranded steel wire ropes for winding and man-riding haulage in mines- Specification (Second Revision)	Amendment No. 1 April, 2008	13 April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Sc. 'F' & Head (Mechanical Engineering)

नई दिल्ली, 4 जून, 2008

का. अ. 1379.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपविधम (5) के अनुसारन में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का संदर्भ	प्र. मा सं.	प्र. मा	अनुभाग	वर्ष
1	2	3	4	5	6	7	8	9
1.	7834690	08-04-2008	पिनाकिन अकुआ मिनरल्स प्रा. लि. स.नं. 30/2, धायरी-नरते रोड, तालुका हवेली जिला- पुणे-411041	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक) मिनरल जल के अलावा)	14543			2004
2.	7835086	09-04-2008	एस.एल. देदगांवकर सराफ एंड ज्वेलर्स महादेव मंदिर के सामने, गंज बाजार जिला-अहमदनगर 414001	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता और चिह्नंकन	1417			1999
3.	7835995	09-04-2008	धनआयुर्वेद एगो एक्वाटिक्स 2127 आयुर्वेद बिल्डिंग मेन बाजार, इस्लाम-पुर तालुका वालवा जिला सांगली-415409	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक) मिनरल जल के अलावा)	14543			2004
4.	7826287	10-04-2008	सोनई इंडस्ट्रीज स.नं. 157/डॉ.वाडी (बीके) जिला नांदेड 431602	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक) मिनरल जल के अलावा)	14543			2004

1	2	3	4	5	6	7	8	9
5.	7836290	11-04-2008	किलॉस्कर ऑइल इजिन्स लि डी-1, 5 स्टार एम आई- डी सी कगल जिला कोल्हापुर-416202	सामान्य प्रयोजनों के लिए समगत संपीड़न प्रण्वलन (डीजल इंजिन) की कार्यकारिता अपेक्षाएं (20 किवा तक)	10001			1981
6.	7836391	11-04-2008	श्री गणेश फूड इंडस्ट्रीज गेट सं 70, वार्ड नं. 5, चिले वस्ती रामा कृषि रसायन के पास, लेनी कालभोर तालुका हवेली जिला पुणे-412201	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
7.	7838597	22-04-2008	पटेल ब्रदर्स 352 सी वार्ड भाउसिंगजी रोड, जिला कोल्हापुर- 416002	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999

[सं. सी एम डी/13:11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 4th June, 2008

S.O. 1379.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1	2	3	4	5	6	7	8	9
1.	7834690	8-4-08	Pinakin Aqua Minerals Pvt. Ltd S. No. 30/2 Dhayari-Narhe Road, Taluka Haveli District Pune-411041	Packaged drinking water (other than packaged natural mineral water)	14543			2004
2.	7835086	9-4-08	S. L. Dedgaonkar Saraf & Jewellers Opp. Mahadev Temple Ganj Bazar District Ahmednagar-414001	Gold and gold alloys, jewellery/- artefacts- Fineness and marking	1417			1999
3.	7835995	9-4-08	Dhanayurveda Agro Aquatics 2127 Ayurved Bldg Main Bazar Islampur Taluka Walwa District Sangli-415409	Packaged drinking water (other than Packaged natural mineral water)	14543			2004
4.	7826287	10-4-08	Sonai Industries S.No. 157/D Wadi (Bk) District Nanded-431602	Packaged drinking water (other than packaged natural mineral water)	14543			2004

1	2	3	4	5	6	7	8	9
5.	7836290	11-4-08	Kirloskar Oil Engines Ltd., D1, D1, 5 Star MIDC Kagal District Kolhapur-416202	Performance re-quirements for constant speed compression ignition (Diesel Engines) for general purposes (up to 20 kW)	10001			1981
6.	7836391	11-4-08	Shree Ganesh Food Industries, Gat No. 70, Ward No. 5 Chile Wasti Near Rama Krushi Rasayan Loni Kalbhor Taluka Haveli District Pune-412201	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
7.	7838597	22-4-2008	Patel Brothers 352 'C' Ward Bhausinghji Road District Kolhapur 416002	Gold and gold alloys, jewellery/ artefacts—Fineness and marking	1417			1999

[No. CMD/13:11]

A.K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 6 जून, 2008

का. अ. 1380.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये है:

अनुसूची

क्रम संशोधित भारतीय मानक(कों) की संख्या सं वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1 आईएस 7970:1987 संधित्रों के लिए टैन्टलम पाउडर की विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 1 दिसम्बर, 2007	31 दिसम्बर, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 25/ T-28]

डा. (श्रीमती) स्नेह माटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

New Delhi, the 6th June, 2008

S. O. 1380.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No. & Year of the No. Indian Standard (s) amendment(s)	No. & Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1 IS 7970: 1987 Specification for tantalum powder for capacitors (first revision)	Amendment No.1 December, 2007	31 December, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 25/T-28]

Dr. (Mrs.) SNEH BHATLA,
Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 6 जून, 2008

का. अ. 1381.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो संसद द्वारा अधिसूचित करता है कि जिन भारतीय मानक(कों) के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:-

अनुसूची

क्र. सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस 4711:2008 इस्पात की पाइपों द्यूबों और फिटिंग्स के नमूने लेने की पद्धतियाँ (दूसरा पुनरीक्षण)	आईएस 4711: 1974	30 अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 19/T-28]

डा. (श्रीमती) स्नेह भाटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

New Delhi, the 6th June, 2008

S. O. 1381 —, In pursuance of clause (b) of sub-rule (1) Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if, any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 4711:2008 Methods for sampling of steel pipes, tubes and fittings (second revision)	IS 4711: 1974	30th April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 19/T-28]

Dr. (Mrs.) SNEH BHATLA,
Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 6 जून, 2008

का.आ. 1382.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अप्रैल 2008 में स्वीकृत किये गये अनुज्ञप्ति :

क्रम सं.	लाइसेंस संख्या	लाइसेंसी का नाम तथा पता	उत्पाद का नाम तथा आई एस	अनुज्ञप्ति स्वीकृत करने की तिथि
1	2	3	4	5
1	7836088	मैसर्स सागा बिंदल पम्प प्रा. लि. 32, हरि ओम एस्टेट, जी डी हाई स्कूल रोड हीरावाडी, नरोडा रोड, अहमदाबाद	श्री फेस इंडक्शन मोल्स आईएस 325	11-4-2008
2	7834084	मैसर्स चामुंडा ज्वैलर्स, सातसंग मंडल के सामने, बलियादेव रोड, पी ओ बोरसाड, आनंद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आईएस 1417: 1999	04-04-2008
3	7834185	मैसर्स अंजली ज्वैलर्स, 7, शक्ति शॉपिंग सेंटर, भमारिया नाला के बाहर, मेहसाना 384002	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आईएस 1417: 1999	04-04-2008
4	7836694	मैसर्स भगवती मोल्ड पैलेस, शॉप नंबर 1, चावसा अस्पताल के पास, देवलाली बाजार, कुबेरनगर, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं आई एस 1417 : 1999	10-04-2008
5	7837090	सी एम चोकसी तथा कंपनी, सोनीवाड, गोधरा, पंचमहल	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	11-04-2008
6	7837292	गोल्ड लाईन ज्वैलर्स, 1-2, रोमक मार्केट, एसटी वर्कशॉप रोड, मेहसाना	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	11-04-2008
7	7837191	लक्ष्मी ज्वैलर्स एक्सपोर्ट प्रा. लि., आनंद शॉपिंग सेंटर, शिल्प बिल्डिंग के सामने, सी जी रोड नवरंगपुरा, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	11-04-2008
8	7837393	सी एम ज्वैलर्स, सोनीवाड, गोधरा, पंचमहल	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन 1417 : 1999	11-04-2008
9	7837393	सुदर्शन लाल ज्वैलर्स, जी 9/10, शेरान प्लाजा, अंबिका निकेतन के सामने, बस स्टैंड, पारले पोस्ट, अठवललाईर्न, सूरत	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	17-04-2008
10	7838702	सैलेराभाई अब्दुलहुसेन दागिनावाला, 1 हुसैनी पैलेस, नवापुरा, कारवा रोड, सूरत	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	23-04-2008
11	7840180	चारु ज्वैलर्स, जी 1 यूनिटन स्क्वेयर, गोड डोड रोड, सूरत	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417: 1999	29-04-2008
12	7836593	मैसर्स अंबुजा सीमेंट लिमिटेड, अंबुजा हाउस, परिमल क्रॉस रोड, परिमल गार्डन के पास, एलिसब्रीज, अहमदाबाद	पोर्टलैंड पोर्जोलोन सिमेंट आई एस 1489(पार्ट-1) 1991	11-04-2008

1	2	3	4	5
13.	7839401	श्री संतोषी ज्वैलर्स, सर्वे नंबर 4756, मेहुल अपार्टमेंट के सामने, कृष्णानगर रोड, कृष्णानगर, अहमदाबाद	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहराकन आई एस 2112	28/04/2008
14.	7835187	मैसर्स कोरोमंडल फर्टिलाइजर लिमिटेड, (पैसटिसाइड डिविजन), 3204, जी आई डीसी, इंडस्ट्रियल एस्टेट, नरोडा रोड, अहमदाबाद	मैलेथियन वॉटर डिमसॉबल पाउडर 2569:1978	09/04/2008
15.	7837801	मैसर्स बी आर इंडस्ट्रीज, 40, उत्तर गुजरात इंडस्ट्रियल एस्टेट, नरोडा रोड, अहमदाबाद	ओपनचैल सबमर्सिबल पम्प सेट आई एस 14220: 1994	16/04/2008
16.	7834387	मैसर्स साधोर एंटरप्राइस, आर एस नंबर 430/12 तथा 431, बनसकांटा	पैकेजबंद पेयजल आई एस 15543	07/04/2008
17.	7834488	मैसर्स ए के फूड तथा बिजनेस, 47, अलंकार सोसाइटी, पुराने जी ई बी के पास, मोडासा, साबरकांटा 383315	पैकेजबंद पेयजल आई एस 15543	07/04/2008
18.	7834791	धरती वाटर इंडस्ट्रीज, ब्लॉक नंबर 50, प्लॉट नंबर 7, ननदिया चार रस्ता टैन, सूत 394601	पैकेजबंद पेयजल आई एस 15543	08/04/2008
19.	7838395	मैसर्स शिव गंगा बिजनेस, प्लॉट नंबर 5439, विष्णु सिनेमा के पास, स्टेशन रोड, मानसा, गांधीनगर	पैकेजबंद पेयजल आई एस 15543	21/04/2008

[सं. सी एम डी/13:11]

ए. के. तलवार, उपमहानिदेशक (मुहर)

New Delhi, the 6th June, 2008

S. O. 1382.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE
Granted Licence (April 2008)

S. No.	Licence No.	Name and address of the firm	IS Number & Product	Date of Grant
1	2	3	4	5
1.	7836088	Saga Windel Pumps Pvt Ltd, 32, Hariom Estate, G D High School Road Hirawadi Naroda Road, Ahmedabad	Three-phase induction Motors IS 325	11/04/2008
2.	7834084	Chamunda Jewellers Opp Salsang Mandal Baliyadev Road P O Borsad Dist Anand	Gold and Gold Alloys Jewellery/Artefact IS 1417	04/04/2008
3.	7834185	Anjali Jewellers, 7 Shakati Shopping Centre Outside of Bhamariya Nala Mehsana 384002	Gold and Gold Alloys Jewellery/Artefact IS 1417	04/04/2008
4.	7836694	Bhagwati Gold Palace Shop No. 1 Near Chawla Hospital Devlali Bazar, Kuber Nagar Ahmedabad	Gold and Gold Alloys Jewellery/Artefact IS 1417	10/04/2008

1	2	3	4	5
5.	7837090	C M Choksi & Co Soniwad Godhra Panchmahal 389001	Gold and Gold Alloys Jewellery/Artefact IS 1417	11/04/2008
6.	7837292	Gold Line Jewellers 1-2 Ronak Market ST Work Shop Road Mahesana	Gold and Gold Alloys Jewellery/Artefact IS 1417	11/04/2008
7.	7837191	Laxmi Jewellery Export Pvt Ltd Anand Shopping Centre Opp Shilp Building C G Road Navrangpura Ahmedabad	Gold and Gold Alloys Jewellery/Artefact IS 1417	11/04/2008
8.	7837393	CM Jewellers Soniwad Godhra Dist Panchmahal	Gold and Gold Alloys Jewellery/Artefact IS 1417	11/04/2008
9.	7837902	Sudarshan Lal Jewellers G 9/10 Sheron Plaza Opp Ambica Niketan Bus Stand Parlepoint Athwalines Surat	Gold and Gold Alloys Jewellery/Artefact IS 1417	17/04/2008
10.	7838702	Saleshbhai Abdulhusein Daginawala 1 Huseini Palace Navapura Karwa Road Surat	Gold and Gold Alloys Jewellery/Artefact IS 1417	23/04/2008
11.	7840180	Charu Jewels G-1 Union Square Ghod Dod Road Surat	Gold and Gold Alloys Jewellery/Artefact IS 1417	29/04/2008
12.	7836593	Ambuja Cements Ltd Ambuja House Parimal Cross Road Near Parimal Garden Ellisbridge Ahmedabad	Portland Pozzolana Cement Part I Flyash based IS 1489 (Part 1): 1991	11/04/2008
13.	7839401	Shrei Santosi Jewellers Survey No. 4756 Opp Mehul Aptt Krishnanagar Road Krishnanagar Ahmedabad	Silver and Silver Alloys Jewellery/Artefacts 2112:2003	28/04/2008
14.	7835187	Coromandel Fertilisers Limited Coromandel Fertilisers Limited (Pesticides Division) 3204 GIDC Industrial Estate Ankleshwar Dist Bharuch	Malathion Water Dispersible Powder Concentrates 2569:1978	09/04/2008
15.	7837801	B R Industries 40 Uttar Gujarat Industrial Estate Naroda Road Ahmedabad	Openwell Submersible Pumpsets IS 14220: 1994	16/04/2008
16.	7834387	Samor Enterprise R S No 430/1 2 & 431 Banaskatha	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification IS 14543: 2004	07/04/2008
17.	7834488	A K Foods & Beverages 47, Alankar Society, NR. Old G.E.B Modasa, Sabarkantha 383315	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification IS 14543: 2004	07/04/2008
18.	7834791	Dharti Water Industries Block No. 50, Plot No. 7, Nandida Char Rasta, Ten Surat 394601	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification IS 14543: 2004	08/04/2008
19.	7838395	Shiv Ganga Beverages Plot No. 5439 NR Vishnu Cinema Station Road Mansa Gandhinagar	Packaged Drinking Water (other than Packaged Natural Mineral Water)— Specification IS 14543: 2004	21/04/2008

[No. CMD/13: (1)]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 6 जून, 2008

का.आ. 1383.—भारतीय मानक ब्यूरो (प्रमाणन विनियम), 1988 के उपनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधि सूचित करता है कि जिन लाईसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :—

क्रम संख्या	लाईसेंस संख्या	लाईसेंसधारी का नाम व पता/फर्म का नाम व पता	लाईसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक एवं मानक संख्या	भा.मा. संख्या	रद्द तिथि	कारण	टिप्पणियाँ
1	6575182	अमृता वाटरवर्क्स उन्डवल्ली	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	14/01/08	फैक्टरी बन्द होने के कारण	
2	6588898	स्ट्रीम आक्वा मिनरल्स, सत्तेनपल्ली	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	17/01/08	मानक चिन्ह का दुरुपयोग करना	
3	6695394	धरणी एन्टरप्राइजेज, पुलिवेन्दुला	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	25/01/08	मानक चिन्ह का दुरुपयोग करना	
4	6702365	जै गणेश वाटर सप्लायर्स, अनन्तपुर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	24/01/08	योजना परिपालन न करने के कारण एक मानक चिन्ह का दुरुपयोग करना	
1	6684490	सीवानी ट्रेडर्स, होशूर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	18/02/08	मानक चिन्ह का दुरुपयोग करना	
2	6685896	अक्वा वाइस पैकेज्ड ड्रिंकिंग वाटर, तीरुपती	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	08/02/08	मानक चिन्ह का दुरुपयोग करना	
3	6704470	साई बाबा फूड्स और बेवरेज्स, नीरमल	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	06/02/08	मानक चिन्ह का दुरुपयोग करना	
4	6718784	सर्वोद्योग्या प्लास्टिक (प्रा) लिमिटेड हैदराबाद	पेयजल आपूर्ति के लिए अनप्लास्टिसाइज्ड पीवीसी पाइप्स	4985:02	07/02/08	07-06-2007 को स्वतंत्र रूप से जांच करने पर कम्पारमेंटिब सैम्पल असफल पाया गया	
5	6731978	नायाग्रा आक्वा इंडस्ट्रीज, रामगुंडम	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	20/02/08	मानक चिन्ह का दुरुपयोग करना	

[सं. सी.एच.डी/13/13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 6th June, 2008

S.O. 1383.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :—

SCHEDULE

Licences Cancelled

List of licences Cancelled Between 01/01/2008 and 31/01/2008

S. No.	Licence No.	Firm Name/City	IS No.	Product	Date of Cancellation	Reason	Re- marks
1	2	3	4	5	6	7	8
1	6575182	Anrutha Water Works, Undavalli	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	14/01/2008	Closure of Factory/ Factory Not in Operation,	
2	6588898	Stream Aqua Minerals Sattenapali	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	17/01/2008	Misuse of ISI Mark.	
3	6695394	Dharani Enterprises Pulivendula	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	25/01/2008	Failing Test Report,	
4	6702365	Jai Ganesh Water Suppliers Anantpur	IS 14543:2004	Package drinking water (other than packaged natural mineral water) -	24/01/2008	Due to non-implemen- tation of STI and mis- use of standard mark during stop marking period.	

1	2	3	4	5	6	7
1	6684490	Sivani Traders, Oguru	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	18/02/2008	Misuse of standard mark
2	6685896	Aqua Choice, Packaged Drinking Water, Tirupati	IS 14543:2004	Package drinking water (other than packaged natural mineral water) -	08/02/2008	Misuse of ISI Marks
3	6704470	Sai Baba Foods & Beverages, Nirmal	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	06/02/2008	
4	6718784	Sowbhagya Plastics (P) Limited, Hyderabad	IS 4995:2000	Unplasticized pvc pipes for potable water supplies -	07/02/2008	Failure of confirmative sample drawn on 07-06-2007 in independent testing
5	6731978	Nayagar Aqua Industries, Ramagundam Mandal	IS 14543:2004	Packaged drinking water (other than packaged natural mineral water) -	20/02/2008	

[No. CMD/13 : 13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 9 जून, 2008

का.आ. 1384.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :—

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 15797 : 2008 छतों पर वर्षा जल संग्रहण - मार्गदर्शी सिद्धांत	—	31/05/2008

इस भारतीय मानक की प्रतियाँ, भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्लू आर डी/जी-117]

ए. एम. डेविड, वैज्ञानिक-ई, निदेशक (जल संसाधन विभाग)

New Delhi, the 9th June, 2008

S.O. 1384.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1	IS 15797 : 2008 Roof Top Rainwater Harvesting - Guidelines	—	31/05/2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD/G-117]

A. M. DAVID, Sc.-E, Director (Water Resources Deptt.)

कोयला मंत्रालय

नई दिल्ली, 5 जून, 2008

का.आ. 1385.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 4 की उपधारा (1) के अधीन जारी, भारत के राजपत्र भाग II, खंड 3, उप-खंड (ii) में प्रकाशित तारीख 1 सितम्बर 2007, भारत सरकार कोयला मंत्रालय की अधिसूचना से संख्यांक का. आ. 2472 तारीख 30 अगस्त, 2007 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 654.00 हेक्टर (लगभग) या 1615.38 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी।

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि उक्त भूमि के भाग में कोयला अभिप्राय्य है।

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में यथावर्णित 650.56 हेक्टर (लगभग) या 1606.89 एकड़ (लगभग) माप की भूमि में सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

1. इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या : एन.टी.पी.सी./सी.एम./एस.ई.सी. 7(1)/केरन्दारी/07/02 तारीख : 20 दिसम्बर 2007 का निरीक्षण उप महाप्रबन्धक (कोल माईनिंग), एन.टी.पी.सी. प्रथम तल, पी.डी.आई.एल. बिल्डिंग, सैक्टर-1, नोएडा (उत्तर प्रदेश) या अपर महाप्रबन्धक (प्रभारी), केरन्दारी कोल माईनिंग प्रोजेक्ट, एन.टी.पी.सी. लिमिटेड, लक्ष्मी पेट्रोल के सामने, ओल्ड बेनारस रोड, नवान गंज, हजारीबाग-825301 या मुख्य महाप्रबन्धक (गवेषण संचालक), सैन्ट्रल माईन प्लानिंग एंड डिजाईन इंस्टीट्यूट, गोंडवाना प्लेस, कान्के रोड, रांची या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 या जिला कलैक्टर जिला हजारीबाग, झारखंड के कार्यालय में किया जा सकेगा।

2. उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जो उपबंध करता है :-

अर्जन के बाबत आक्षेप :-

8 (1) कोई व्यक्ति, जो किसी ऐसी भूमि जिसके संबंध में, धारा 7 की उपधारा (1) के अधीन कोई अधिसूचना जारी की गई है, हितबद्ध है, अधिसूचना के जारी की जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकेगा।

सम्पत्तीकरण :- (1) इस धारा के अर्थात्तर्गत यह आक्षेप नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) धारा 8 की उपधारा (1) के अधीन प्रत्येक आक्षेप, सक्षम प्राधिकारी को लिखित रूप में किया जाएगा और सक्षम प्राधिकारी, आक्षेपकर्ता को स्वयं या विधि व्यवसायी द्वारा सुने जाने का अवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

(4) केन्द्रीय सरकार द्वारा कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता-700 001 को उक्त अधिनियम की धारा 3 के अधीन भारत के राजपत्र भाग-II, खंड 3, उप-खंड (ii) तारीख 9 सितंबर, 2006 में प्रकाशित अधिसूचना सं. का. आ. 3629, जिसको तत्पश्चात् भारत के राजपत्र भाग-II, खंड 3, उप-खंड (ii) में प्रकाशित का. आ. 2307 तारीख 18-08-2007 द्वारा संशोधित किया गया है, सक्षम प्राधिकारी के रूप में नियुक्त किया है।

अनुसूची

केरन्दारी माईनिंग खंड

मार्थ करनपुरा कोल फील्ड्स

जिला हजारीबाग, झारखंड राज्य

सभी अधिकार

रेखांक संख्या : एन.टी.पी.सी./सी.एम./एस.ई.सी. 7(1)/केरन्दारी/07/02 तारीख : 20/12/2007

(क) राजस्व भूमि

क्र. सं.	ग्राम का नाम	धाना और सं.	जिला	क्षेत्रफल (लगभग)		टिप्पणी
				हेक्टर	एकड़	
01.	तरहेसा	केरन्दारी 10	हजारीबाग	17.03	42.0563	भाग
02.	पाण्डू	केरन्दारी 11	हजारीबाग	168.75	416.8125	भाग
03.	पगार	केरन्दारी 19	हजारीबाग	189.63	468.3942	भाग
04.	कावेर	केरन्दारी 20	हजारीबाग	40.74	100.6278	पूर्ण
05.	बालेदेवरी	केरन्दारी 21	हजारीबाग	48.05	118.7055	पूर्ण
06.	बसरिया	केरन्दारी 22	हजारीबाग	103.73	256.2071	भाग
07.	लोचर	केरन्दारी 23	हजारीबाग	69.63	171.9666	भाग
कुल योग				637.56 हेक्टर (लगभग)	1574.77 एकड़ (लगभग)	

(ख) वन क्षेत्र (अधिसूचित/गैर/अधिसूचित/जंगल झाड़ी)

क्र. सं.	ग्राम का नाम	धाना और सं.	जिला	क्षेत्रफल (लगभग)		टिप्पणी
				हेक्टर	एकड़	
01.	बालेदेवरी	केन्दारी 21	हजारीबाग	7.59	18.75	पूर्ण
02.	लोचर	केन्दारी 23	हजारीबाग	5.41	13.37	भाग
कुल योग				13.00 हेक्टर (लगभग)	32.12 एकड़ (लगभग)	

सारांश :

(क) कुल राजस्व भूमि :	637.56 हेक्टर (लगभग)	= 1574.77 एकड़ (लगभग)
(ख) कुल वन भूमि :	13.00 हेक्टर (लगभग)	= 32.12 एकड़ (लगभग)
(ग) सकल योग (क + ख) :	650.56 हेक्टर (लगभग)	= 1606.89 एकड़ (लगभग)

अर्जित किए जाने वाले प्लॉटों की सूची :

1. ग्राम तरहेसा : 199(भाग), 200, 201(भाग), 202, 204 से 213, 214(भाग), 215(भाग), 216, 217(भाग), 218(भाग), 219(भाग), 220(भाग), 221(भाग), 222, 223(भाग), 224(भाग), 299(भाग), 300(भाग), 301(भाग), 302 से 306, 307(भाग), 308 से 328, 329(भाग), 330, 331(भाग), 332(भाग), 351(भाग), 352 से 385, 386(भाग), 387(भाग), 388, 389(भाग), 390 से 415, 416(भाग), 417, 418(भाग), 419, 420(भाग), 421(भाग), 423(भाग), 424(भाग), 425 से 435, 436(भाग), 437, 298/479(भाग), 331/480, 330/481, 328/482, 327/483, 327/484, 332/485, 330/486, 328/487, 327/488, 366/489, 367/490, 368/491, 313/492, 312/493, 310/494, 317/495, 403/496, 201/499, 201/500, 202/501, 202/502, 203/503, 203/504, 204/505, 204/506, 205/507, 205/508, 206/509, 206/510, 207/511, 207/512, 208/513, 208/514, 209/515, 209/516, 210/517, 210/518, 211/519, 211/520, 425/521, 425/522

2. ग्राम पाण्डु : 157(भाग), 158(भाग), 159(भाग), 216(भाग), 217, 218(भाग), 219(भाग), 220(भाग), 221(भाग), 226(भाग), 227(भाग), 228(भाग), 229(भाग), 280(भाग), 281(भाग), 282, 283(भाग), 284, 285(भाग), 286(भाग), 287, 288(भाग), 290(भाग), 340(भाग), 341, 342(भाग), 343(भाग), 344, 345(भाग), 346(भाग), 370(भाग), 371(भाग), 375(भाग), 376(भाग), 377(भाग), 378(भाग), 379(भाग), 380 से 384, 387(भाग), 388(भाग), 389(भाग), 390, 391(भाग), 392(भाग), 398(भाग), 399(भाग), 400(भाग), 401 से 431, 432(भाग), 433(भाग), 434(भाग), 452(भाग), 462(भाग), 463(भाग), 464(भाग), 465, 466(भाग), 467 से 472, 473(भाग), 480(भाग), 482(भाग), 483 से 939, 940(भाग), 941 से 1110, 1111(भाग), 1112 से 1221, 1223 से 1320, 1321(भाग), 1322 से 1327, 1328(भाग), 1329(भाग), 1330(भाग), 1331 से 1357, 1359 से 1541, 1150/1546, 589/1547, 642/1548, 1153/1550, 1122/1551, 281/1558, 682/1559, 823/1560, 1365/1561, 414/1562, 414/1563, 659/1569, 908/1572, 752/1573, 1506/1574, 156/1575, 1346/1576, 1515/1577.

3. ग्राम पगार : 298(भाग), 299(भाग), 300(भाग), 346, 351(भाग), 642 से 647, 648 से 655, 656(भाग), 657 से 662, 663(भाग), 681(भाग), 682(भाग), 683(भाग), 687(भाग), 692(भाग), 693, 694(भाग), 696(भाग), 697 से 713, 714(भाग), 715 से 721, 722(भाग), 723(भाग), 724, 725(भाग), 726(भाग), 733(भाग), 734(भाग), 736(भाग), 737 से 745, 746(भाग), 747(भाग), 749(भाग), 750(भाग), 751 भाग, 752, 753, 754, 755(भाग), 756(भाग), 757, 758(भाग), 759, 760(भाग), 847(भाग), 853(भाग), 854(भाग), 855, 856, 857, 858(भाग), 859(भाग), 860, 861, 862(भाग), 863(भाग), 864(भाग), 866(भाग), 867(भाग), 868, 869, 870, 871 से 890, 891(भाग), 892, 893, 894(भाग), 895(भाग), 896(भाग), 897, 898, 899(भाग), 900(भाग), 901, 902(भाग), 903(भाग), 905(भाग), 930(भाग), 931(भाग), 932(भाग), 1206(भाग), 1207(भाग), 1208(भाग), 1993, 1994, 1995, 1996(भाग), 1997(भाग), 1998(भाग), 1999(भाग), 2000 से 2004, 2005(भाग), 2006, 2007, 2008(भाग), 2009 से 2075, 2076(भाग), 2077(भाग), 2079(भाग), 2080(भाग), 2082(भाग), 2088(भाग), 2089(भाग), 2090 से 2180, 2181(भाग), 2182(भाग), 2184(भाग), 2185(भाग), 2186(भाग), 2187(भाग), 2188 से 2198, 2199(भाग), 2200, 2201, 2202, 2203(भाग), 2205(भाग), 2206(भाग), 2207(भाग), 2838(भाग), 2839(भाग), 2840(भाग), 2841(भाग), 2842(भाग), 2843 से 2853, 2854(भाग), 2855(भाग), 2856(भाग), 2858(भाग), 2859(भाग); 2860 से 2880, 2881(भाग), 2882, 2883, 3884(भाग), 2885(भाग), 2886(भाग), 2887 से 2913, 2914(भाग), 2915, 2916(भाग), 2917, 2918, 2919, 2920, 2574/2921, 2549/2922, 2265/2923, 2304/2924, 2335/2925, 2163/2926, 681/2931(भाग), 2423/2957, 2208 से 2221, 2222(भाग), 2223(भाग), 2224, 2225, 2226(भाग), 2227 से 2694, 2695(भाग), 2696, 2697(भाग), 2701(भाग), 2703, 2704(भाग), 2718(भाग), 2719(भाग), 2720 से 2726, 2727(भाग), 2729(भाग), 2805(भाग), 2806(भाग), 2807, 2808(भाग), 2830(भाग), 2831(भाग), 2832(भाग), 2833(भाग), 2834, 2835(भाग), 2836(भाग), 2837(भाग), 2423/2958, 2423/2959, 2423/2960,

2423/2961, 2423/2962, 2423/2963, 2423/2964, 2423/2965, 2423/2966, 2423/2967, 2423/2968, 2423/2969, 2423/2970, 2423/2971, 2423/2972, 2423/2973, 2423/2974, 2423/2975, 2423/2976, 2423/2977, 2423/2978, 2423/2979, 2862/2997, 2920/2998, 2906/2999, 2927/3000.

4. ग्राम काबेद : 1 से 355, 284/356, 277/357

5. ग्राम बालेदेवरी : 1 से 804

6. ग्राम बसरिया : 2(भाग), 3(भाग), 4 से 8, 9(भाग), 10(भाग), 13(भाग), 14, 15(भाग), 16(भाग), 17(भाग), 18 से 27, 28(भाग), 29(भाग), 30(भाग), 31, 32, 33(भाग), 34 से 45, 46(भाग), 47 से 201, 202(भाग), 203, 204, 205(भाग), 206(भाग), 207(भाग), 208(भाग), 209(भाग), 210, 211, 212, 213, 214(भाग), 216 से 571, 572(भाग), 573(भाग), 561/575, 168/576.

7. ग्राम लोचर : 1(भाग), 2 से 61, 63(भाग), 69(भाग), 108(भाग), 109(भाग), 110 से 142, 143(भाग), 144(भाग), 145(भाग), 146(भाग), 151(भाग), 152(भाग), 154(भाग), 155 से 157, 158(भाग), 159 से 280, 281(भाग), 282 से 339, 6/340, 159/341, 163/342, 179/343, 180/344, 181/345, 182/346, 182/347, 183/348, 183/349, 185/350, 191/351, 281/352, 281/353, 330/354, 330/355, 330/356, 330/357, 330/358, 330/359, 330/360, 330/361, 330/362, 330/363, 330/364, 330/365, 330/366, 330/367, 330/368, 330/369, 330/370, 330/371, 330/372, 330/373, 330/374, 330/375, 330/376, 330/377, 330/378, 330/379, 330/380, 330/381, 330/38, 330/383.

सीमा विवरण :

रेखा क-ख : यह रेखा ग्राम पाण्डू के उत्तरी पश्चिमी कोने पर स्थित बिन्दु 'क' से प्रारंभ होकर प्लॉट संख्या 157 से गुजरती हुई ग्राम तरहेसा की उत्तरी पश्चिमी सीमा पर स्थित प्लॉट संख्या 2015 के बिन्दु 'ख' पर समाप्त होती है।

रेखा ख-ग : यह रेखा ग्राम तरहेसा की उत्तरी पश्चिमी सीमा पर स्थित प्लॉट संख्या 2015 के बिन्दु 'ख' से शुरू होकर प्लॉट नं. 201, 499, 500, 199, 214, 215, 217, 218, 219, 220, 221, 230, 223, 224, 300, 301, 299, 307, 329, 481, 331, 479, 332, 485, 351, 386, 387, एवं 389 से गुजरती हुई इसी गांव की उत्तरी पूर्वी सीमा के पास स्थित प्लॉट संख्या 387 के बिन्दु 'ग' पर समाप्त होती है।

रेखा ग-ग1-ग2-ग3-घ : यह रेखा ग्राम तरहेसा की उत्तरी पूर्वी सीमा के पास स्थित प्लॉट संख्या 387 के बिन्दु 'ग' से प्रारंभ होकर दक्षिण की ओर मुड़ती हुई इसी गांव की पूर्वी सीमा पर 'ग1' तक आती है और उसके पश्चात्

यह रेखा इसी गांव की पूर्वी सीमा से होकर प्लॉट संख्या 389, 416, 418, 420, 421, 423, 424, 522, 389 से गुजर कर बिन्दु 'ग2' तक आती है और तब यह रेखा दक्षिण पूर्व की ओर मुड़कर प्लॉट संख्या 522, 425, 422 से गुजरती हुई इसी गांव की सीमा के साथ बिन्दु 'ग3' तक आती है। इसके बाद ये रेखा दक्षिण की ओर मुड़कर ग्राम तरहेसा के प्लॉट संख्या 422, 436, 422, 436 से गुजरते हुए इसी ग्राम के प्लॉट संख्या 436 पर स्थित बिन्दु 'घ' पर समाप्त होती है।

रेखा घ-ङ : यह रेखा ग्राम तरहेसा के प्लॉट संख्या 436 पर स्थित बिन्दु 'घ' से प्रारंभ होकर दक्षिण की ओर मुड़ती हुई ग्राम पाण्डू के प्लॉट संख्या 940, 1111, 940, 1321, 940, 1328, 1330, 1329 से गुजरती हुई इसी गांव के प्लॉट संख्या 940 पर बिन्दु 'ङ' पर समाप्त होती है।

रेखा ङ-ङ1-ङ2-च : यह रेखा ग्राम पाण्डू के प्लॉट संख्या 940 पर बिन्दु 'ङ' से प्रारंभ होकर ग्राम बसरिया के प्लॉट संख्या 2, 3, 6, 9, 10, 3, 13, 15, 16, 17, 18, 13 से गुजरती हुई इसी गांव के बिन्दु 'ङ1' तक आती है इसके बाद यह रेखा उक्त ग्राम की पूर्वी सीमा के साथ-साथ बढ़ते हुए बिन्दु 'ङ2' तक आती है और तब यह रेखा इसी गांव में दक्षिण की ओर मुड़कर प्लॉट सं. 28, 27, 34, 29, 30, 33, 215, 33, 214, 46, 54, 48, 214, 202, 204, 205, 206, 207, 208, 209, 214, 215, 554, 572, 573 से गुजरती हुई इसी गांव के दक्षिण पूर्व कोने पर स्थित प्लॉट संख्या 573 पर बिन्दु 'च' पर समाप्त होती है।

रेखा च-छ : यह रेखा ग्राम पाण्डू के प्लॉट संख्या 573 के बिन्दु 'च' से प्रारंभ होकर ग्राम लोचर के प्लॉट संख्या 63, 109, 108, 145, 144, 143, 142, 145, 146, 145, 158, 151, 156, 152, 154 से गुजरती हुई इसी गांव की दक्षिणी सीमा के पास स्थित प्लॉट संख्या 154 पर बिन्दु 'छ' पर समाप्त होती है।

रेखा छ-छ1-छ2-छ3-छ4-छ5-छ6-छ7-छ8-छ9-छ10-छ11-छ12-छ13-छ14-ज : यह रेखा ग्राम लोचर की दक्षिणी सीमा के पास स्थित प्लॉट संख्या 154 के बिन्दु 'छ' से प्रारंभ होकर उक्त ग्राम में पश्चिमी सीमा के साथ-साथ बढ़ते हुए बिन्दु 'छ1' से होते हुए प्लॉट संख्या 161 से गुजरकर बिन्दु 'छ2' तक आती है उसके बाद यह रेखा ग्राम की सीमा के साथ घूमते हुए बिन्दु 'छ3' पर आकर प्लॉट संख्या 161 से गुजरती हुई 'छ4' पर आती है। फिर ये रेखा ग्राम की सीमा के साथ-साथ बढ़ते हुए 'छ5' पर आती है और प्लॉट संख्या 161 से गुजरती हुई 'छ6' तक आती है। उसके बाद ये रेखा ग्राम की सीमा के

साथ गुजरकर बिन्दु 'छ7' पर आती है और प्लाट संख्या 280 से होकर बिन्दु 'छ8' तक आती है। फिर ये रेखा ग्राम की सीमा के साथ-साथ बढ़ते हुए बिन्दु 'छ9' पर आती है फिर ये प्लाट संख्या 280 से गुजरकर बिन्दु 'छ10' तक आती है फिर यह रेखा ग्राम की सीमा रेखा के साथ-साथ आगे बढ़कर बिन्दु 'छ11' तक आकर प्लाट संख्या 280 से गुजरते हुए बिन्दु 'छ12' पर आती है। उत्पश्चात् ग्राम की सीमा के साथ बढ़ते हुए बिन्दु 'छ13' पर आकर इसी गाँव के प्लाट संख्या 280, 381, 380 से गुजरती हुई बिन्दु 'छ14' तक आती है। उसके बाद ये रेखा ग्राम की सीमा रेखा के साथ-साथ चलकर ग्राम लोचर की दक्षिण पश्चिम सीमा पर स्थित प्लाट संख्या 380 के बिन्दु 'ज' पर समाप्त होती है।

रेखा ज-ज1- ज2- ज3- ज4- ज5- ज6- ज7- ज8-झ : यह रेखा ग्राम लोचर की दक्षिण पश्चिम सीमा पर स्थित प्लाट संख्या 380 के बिन्दु 'ज' से प्रारम्भ होकर पश्चिम की ओर मुड़ते हुए प्लाट संख्या 3000, 2916, 3000 से गुजरकर बिन्दु 'ज1' तक आती है। उसके बाद ग्राम की सीमा के साथ-साथ चलकर बिन्दु 'ज2' तक आती है फिर यह रेखा प्लाट संख्या 3000, 2914, 3000 से गुजरकर बिन्दु 'ज3' पर आती है। उसके बाद ग्राम की सीमा के साथ चलकर बिन्दु 'ज4' पर पहुँचकर प्लाट संख्या 3000, 2886, 2881, 2885, 3000, 2884, 3000 से गुजरते हुए बिन्दु 'ज5' पर पहुँचती है। उसके बाद यह रेखा ग्राम की सीमा के साथ चलकर बिन्दु 'ज6' पर आती है तब यह रेखा इसी ग्राम के प्लाट संख्या 2858, 2860, 2859, 2860, 2854, 2856, 2855, 2842, 2841, 2840, 2839, 2838, 2837, 2836, 2835, 2695, 2833, 2832, 2831, 2830, 2696, 2005, 2008, 1999, 2701, 1999, 2703, 2704, 1998, 1997, 1996, 1994, 2718, 2719, 2806, 2808 से गुजरते हुए बिन्दु 'ज7' तक आती है। उसके बाद यह रेखा ग्राम की सीमा रेखा के साथ चलकर बिन्दु 'ज8' पर आकर प्लाट संख्या 2805, 2806 से गुजरती हुई ग्राम पगार की दक्षिण-पश्चिमी सीमा रेखा के पास प्लाट संख्या 2806 के बिन्दु 'झ' पर समाप्त होती है।

रेखा झ-ज : यह रेखा ग्राम पगार की दक्षिण-पश्चिमी सीमा रेखा के पास प्लाट संख्या 2806 पर बिन्दु 'झ' से प्रारम्भ होकर उत्तर की ओर मुड़कर प्लाट संख्या 2729, 2728, 2727, 2729, 1992, 2077, 2076, 2079, 2080, 2089, 2082, 2088, 2181, 2182, 2184, 2185, 2186 से गुजरती हुई इसी ग्राम की प्लाट संख्या 2187 पर बिन्दु 'ज' पर समाप्त होती है।

रेखा ज-ट : यह रेखा ग्राम पगार के प्लाट संख्या 2187 पर स्थित बिन्दु 'ज' से प्रारम्भ होकर पूर्व की ओर मुड़कर और प्लाट संख्या 1208, 1207, 1206, 932, 931, 2199, 930, 2199, 2203, 2205, 2206, 2207, 2221, 2222, 2223 से गुजरती हुई इसी ग्राम के प्लाट संख्या 2226 पर बिन्दु 'ट' पर समाप्त होती है।

रेखा ट-ठ : यह रेखा ग्राम पगार के प्लाट संख्या 2226 पर स्थित बिन्दु 'ट' से प्रारम्भ होकर उत्तर पश्चिम की ओर मुड़कर और प्लाट संख्या 902, 901, 903, 900, 899, 913, 896, 895, 894, 891, 867, 866, 864, 863, 862, 859, 858, 854, 853, 847, 241, 240, 239, 238, 746, 749, 747, 750, 751, 772, 755, 756, 758, 760, 736, 734, 733, 725, 726, 723, 722, 351, 346, 300, 299, 298 से गुजरती हुई इसी ग्राम के प्लाट संख्या 663 पर स्थित बिन्दु 'ठ' पर समाप्त होती है।

रेखा ठ-ड : यह रेखा ग्राम पगार के प्लाट संख्या 663 पर स्थित बिन्दु 'ठ' से प्रारम्भ होकर प्लाट संख्या 677, 681, 682, 683, 656, 715, 714, 687, 693, 692, 694, 695, 696 से गुजरकर इसी ग्राम के उत्तरी-पूर्वी कोने के पास प्लाट संख्या 696 पर बिन्दु 'ड' पर समाप्त होती है।

रेखा ड-ड : यह रेखा ग्राम पगार के उत्तरी-पूर्वी कोने के पास प्लाट संख्या 696 के बिन्दु 'ड' से प्रारम्भ होकर और उत्तर की ओर मुड़कर ग्राम पाण्डू के प्लाट संख्या 1569, 464, 452, 463, 464, 462, 466, 473, 483, 482, 480, 434, 433, 432, 398, 400, 398, 392, 370 से गुजरती हुई इसी ग्राम के प्लाट संख्या 371 पर बिन्दु 'ड' पर समाप्त होती है।

रेखा ड-क : यह रेखा ग्राम पाण्डू के प्लाट संख्या 371 पर स्थित बिन्दु 'ड' से प्रारम्भ होकर और उत्तर की ओर मुड़कर प्लाट संख्या 379, 378, 377, 376, 375, 387, 388, 389, 345, 346, 343, 342, 340, 290, 285, 1558, 281, 280, 283, 229, 228, 227, 226, 221, 220, 219, 218, 216, 159, 158, से गुजरती हुई ग्राम पाण्डू के उत्तरी-पश्चिमी सीमा के कोने पर स्थित प्लाट संख्या 157 के बिन्दु 'क' पर समाप्त होती है।

[सं. 43015/8/2006/पी आर आई डब्ल्यू-1]

एम. शाहाबुद्दीन, जवर सचिव

MINISTRY OF COAL

New Delhi, the 5th June, 2008

S. O. 1385.—Whereas by Notification of the Government on India in the Ministry of Coal vide number S. O. 2472 dated the 30th August, 2007 under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), hereinafter referred

to as the said Act, published in Part II, Section-3, Sub-section (ii) of the Gazette of India dated 1st September, 2007, the Central Government gave notice of its intention to prospect for coal in 654.00 hectares (approximately) or 1615.38 Acres (approximately) of the lands in the locality specified in the Scheduled annexed to that notification.

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 650.56 hectares (approximately) or 1606.89 Acres (approximately) in all rights as described in the Schedule appended hereto.

1. The plan bearing No. NTPC/CM/SEC 7(1)/KERANDARI/07/02 dated the 20th December 2007 of the area covered by this notification may be inspected in the office of the Deputy General Manager—Coal Mining, NTPC Ltd., 1st floor, PDIL Building, Sector-1, Noida, Uttar Pradesh or in the office of A.G.M(U/c) Kerandari Coal Mining Project, NTPC Ltd., Opposite Laxmi Petrol Pump, Old Benaras Road, Nawabganj, Hazaribagh-825301 or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office the Coal Controller, 1, Council House Street, Kolkatta-700001 or in the office of District Collector, District Hazaribagh, Jharkhand.

2. Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :—

Objection to Acquisition :

8(1) Any person interested in any land in respect of which a notification under sub-section (1) of Section 7 has been issued, may, within thirty days of the issue of the

notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation

(1) It shall not be an objection within the meaning of the section for any person to say that he himself desires to undertake mining operation in the land for the production of the coal and such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) of Section 8 shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such lands or of rights in or over such lands, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him for the decision of the Government.

(3) For the purpose this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

(4) The Coal Controller, 1, Council House Street, Kolkatta-700001, has been appointed by the Central Government as the Competent Authority under the Section 3 of the said Act vide notification number S. O. 3629, published in Part-II, Section (3), sub-section (ii) of the Gazette of India dated the 9th September, 2006, which was subsequently amended vide number S. O. 2307, published in Part-II, Section (3), sub-section (ii) of Gazette of India dated the 18th August, 2007.

SCHEDULE

Kerandari Mining Block
North Karanpura Coal Fields
District : Hazaribagh, Jharkhand State

ALL RIGHTS

Plan Number : NTPC/CM/SEC 7(1)/KERANDARI/07/02 dated 20-12-2007.

(A) REVENUE LAND

Sl. No.	Village	Thana and No.	District	Total Area (Approximately)		Remarks
				Hectares	Acres	
01	Tarhessa	Kerandari 10	Hazaribagh	17.03	42.0563	Part
02	Pandu	Kerandari 11	Hazaribagh	168.75	416.8125	Part
03	Pagar	Kerandari 19	Hazaribagh	189.63	468.3942	Part
04	Kabed	Kerandari 20	Hazaribagh	40.74	100.6278	Full
05	Beledeori	Kerandari 21	Hazaribagh	48.05	118.7055	Full
06	Basaria	Kerandari 22	Hazaribagh	103.73	256.2071	Part
07	Lochar	Kerandari 23	Hazaribagh	69.63	171.9666	Part
TOTAL				637.56 Hectares (approximately)	1574.77 Acres (approximately)	

(B) FOREST LAND

Sl. No.	Village	Thana and No.	District	Total Area (Approximately)		Remarks
				Hectares	Acres	
01	Baledeori	Kerendari 21	Hazaribagh	7.59	18.75	Full
02	Lochar	Kerendari 23	Hazaribagh	5.41	13.37	Part
TOTAL				13.00 Hectares (approximately)	32.12 Acres (approximately)	

Summary :

(A) Total Revenue Land :	637.56 hectares (Approximately)	= 1574.77 acres (Approximately)
(B) Total Forest Land :	13.00 hectares (Approximately)	= 32.12 acres (Approximately)
(C) Grand Total (A+B) :	650.56 hectares (Approximately)	= 1606.89 acres (Approximately)

LIST OF PLOTS TO BE ACQUIRED

1. Village Turchessa : 199(Part), 200, 201(Part), 202, 204 to 213, 214(Part), 215(Part), 216, 217(Part), 218(Part), 219(Part), 220(Part), 221(Part), 222, 223(Part), 224(Part), 299(Part), 300(Part), 301(Part), 302 to 306, 307(Part), 308 to 328, 329(Part), 330, 331(Part), 332(Part), 351(Part), 352 to 385, 386(Part), 387(Part), 388, 389(Part), 390 to 415, 416(Part), 417, 418(Part), 419, 420(Part), 421(Part), 423(Part), 424(Part), 425 to 435, 436(Part), 437, 298/479(Part), 331/480, 330/481, 328/482, 327/483, 327/484, 332/485, 330/486, 328/487, 327/488, 366/489, 367/490, 368/491, 313/492, 312/493, 310/494, 317/495, 403/496, 201/499, 201/500, 202/501, 202/502, 203/503, 203/504, 204/505, 204/506, 205/507, 205/508, 206/509, 206/510, 207/511, 207/512, 208/513, 208/514, 209/515, 209/516, 210/517, 210/518, 211/519, 211/520, 425/521, 425/522.

2. Village Pandu : 157(Part), 158(Part), 159(Part), 216(Part), 217, 218(Part), 219(Part), 220(Part), 221(Part), 226(Part), 227(Part), 228(Part), 229(Part), 280(Part), 281(Part), 282, 283(Part), 284, 285(Part), 286(Part), 287, 288(Part), 290(Part), 340(Part), 341, 342(Part), 343(Part), 344, 345(Part), 346(Part), 370(Part), 371(Part), 375(Part), 376(Part), 377(Part), 378(Part), 379(Part), 380 to 384, 387(Part), 388(Part), 389(Part), 390, 391(Part), 392(Part), 398(Part), 399(Part), 400(Part), 401 to 431, 432(Part), 433(Part), 434(Part), 452(Part), 462(Part), 463(Part), 464(Part), 465, 466(Part), 467 to 472, 473(Part), 480(Part), 482(Part), 483 to 939, 940(Part), 941 to 1110, 1111(Part), 1112 to 1221, 1223 to 1320, 1321(Part), 1322 to 1327, 1328(Part), 1329(Part), 1330(Part), 1331 to 1357, 1359 to 1541, 1150/1546, 589/1547, 642/1548, 1153/1550, 1122/1551, 281/1558, 680/1559, 823/1560, 1365/1561, 414/1562, 414/1563, 659/1569, 908/1572, 752/1573, 1506/1574, 156/1575, 1346/1576, 1515/1577.

3. Village Pagar : 298(Part), 299(Part), 300(Part), 346(Part), 351(Part), 642 to 647, 648 to 655, 656(Part), 657 to 662, 663(Part), 681(Part), 682(Part), 683(Part), 687(Part), 692(Part), 693, 694(Part), 696(Part), 697 to 713, 714(Part), 715 to 721, 722(Part), 723(Part), 724, 725(Part), 726(Part), 733(Part), 734(Part), 736(Part), 737 to 745, 746(Part), 747(Part), 749(Part), 750(Part), 751 Part, 752, 753, 754, 755(Part),

756(Part), 757, 758(Part), 759, 760(Part), 847(Part), 853(Part), 854(Part), 855, 856, 857, 858(Part), 859(Part), 860, 861, 862(Part), 863(Part), 864(Part), 866(Part), 867(Part), 868, 869, 870, 871 to 890, 891(Part), 892, 893, 894(Part), 895(Part), 896(Part), 897, 898, 899(Part), 900(Part), 901, 902(Part), 903(Part), 905(Part), 930(Part), 931(Part), 932(Part), 1206(Part), 1207(Part), 1208(Part), 1993, 1994, 1995, 1996(Part), 1997(Part), 1998(Part), 1999(Part), 2000 to 2004, 2005(Part), 2006, 2007, 2008(Part), 2009 to 2075, 2076(Part), 2077(Part), 2079(Part), 2080(Part), 2082(Part), 2088(Part), 2089(Part), 2090 to 2180, 2181(Part), 2182(Part), 2184(Part), 2185(Part), 2186(Part), 2187(Part), 2188 to 2198, 2199(Part), 2200, 2201, 2202, 2203(Part), 2205(Part), 2206(Part), 2207(Part), 2838(Part), 2839(Part), 2840(Part), 2841(Part), 2842(Part), 2843 to 2853, 2854(Part), 2855(Part), 2856(Part), 2858(Part), 2859(Part), 2860 to 2880, 2881(Part), 2882, 2883, 3884(Part), 2885(Part), 2886(Part), 2887 to 2913, 2914(Part), 2915, 2916(Part), 2917, 2918, 2919, 2920, 2574/2921, 2549/2922, 2265/2923, 2304/2924, 2335/2925, 2163/2926, 681/2931(Part), 2423/2957, 2208 to 2221, 2222(Part), 2223(Part), 2224, 2225, 2226(Part), 2227 to 2294, 2695(Part), 2696, 2697(Part), 2701(Part), 2703, 2704(Part), 2718(Part), 2719(Part), 2720 to 2726, 2727(Part), 2729(Part), 2805(Part), 2806(Part), 2807, 2808(Part), 2830(Part), 2831(Part), 2832(Part), 2833(Part), 2834, 2835(Part), 2836(Part), 2837(Part), 2423/2958, 2423/2959, 2423/2960, 2423/2961, 2423/2962, 2423/2963, 2423/2964, 2423/2965, 2423/2966, 2423/2967, 2423/2968, 2423/2969, 2423/2970, 2423/2971, 2423/2972, 2423/2973, 2423/2974, 2423/2975, 2423/2976, 2423/2977, 2423/2978, 2423/2979, 2862/2997, 2920/2998, 2906/2999, 2927/3000.

4. Village Kated : 1 to 355, 284/356, 277/357.

5. Village Baledeori : 1 to 804.

6. Village Basaria : 2(Part), 3(Part), 4 to 8, 9(Part), 10(Part), 13(Part), 14, 15(Part), 16(Part), 17(Part), 18 to 27, 28(Part), 29(Part), 30(Part), 31, 32, 33(Part), 34 to 45, 46(Part), 47 to 201, 202(Part), 203, 204, 205(Part), 206(Part), 207(Part), 208(Part), 209(Part), 210, 211, 212, 213, 214(Part), 216 to 571, 572(Part), 573(Part), 561/575, 168/576.

7. Village Lochar : 1(Part), 2 to 61, 63(Part), 69(Part), 108(Part), 109(Part), 110 to 142, 143(Part), 144(Part), 145(Part), 146(Part), 151(Part), 152(Part), 154(Part), 155 to 157, 158(Part), 159 to 280, 281(Part), 282 to 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383.

Boundary Description —

Line A—B : The line starts from point 'A' at the North-West corner of village Pandu passes through the plot no. 157 and ends at the point 'B' on plot no. 2015 at the North-West boundary of village Tarhessa.

Line B—C : The line starts from point 'B' on plot no. 2015 at the North-West boundary of village Tarhessa passes through the plot no. 201, 499, 500, 199, 214, 215, 217, 218, 219, 220, 221, 230, 223, 224, 300, 301, 299, 307, 329, 481, 331, 479, 332, 485, 351, 386, 387, 389 and ends at the point 'C' on plot no. 387 near North-East boundary of the said village.

Line C—C1—C2—C3—D : The line starts from point 'C' on plot No. 387 near North-East boundary of the village Tarhessa moves southwards through Eastern boundary of the same village upto point 'C1', thereafter the line moves along the Eastern boundary of the same village through plot nos. 389, 416, 418, 420, 421, 423, 424, 522, 389 upto point 'C2' and then moves towards south east along the village boundary through plot nos. 522, 425, 422, upto point 'C3'. The line further moves southwards through plot nos. 422, 436, 422, 436 of village Tarhessa and ends at point 'D' on the plot no. 436 of the said village.

Line D—E : The line starts from point 'D' on plot no. 436 of the village Tarhessa moves southwards through the plot nos. 940, 1111, 940, 1321, 940, 1328, 1330, 1329 of village Pandu and ends at point 'E' on the plot no. 940 of the said village.

Line E—E1—E2—F : The line starts from point 'E' on the plot no. 940 of the village Pandu passes through the plot nos. 2, 3, 6, 9, 10, 3, 13, 15, 16, 17, 18, 13 of Village Basaria upto point 'E1' thereafter the line moves along East boundary of same village upto point 'E2' and then it moves southwards through plot nos. 28, 27, 34, 29, 30, 33, 215, 33, 214, 46, 54, 48,

214, 202, 204, 205, 206, 207, 208, 209, 214, 215, 554, 572, 573 and ends at the point 'F' on plot no. 573 at the south east corner of the said village.

Line F—G : The line starts from point 'F' on plot no. 573 of village Pandu passes through the plot nos. 63, 109, 108, 145, 144, 143, 142, 145, 146, 145, 158, 151, 156, 152, 154 of the village Lochar and ends at the point 'G' on plot no. 154 near the southern boundary of the said village.

Line G—G1—G2—G3—G4—G5—G6—G7—G8—G9—G10—G11—G12—G13—G14—H : The line starts from point 'G' on plot no. 154 near the southern boundary of the village Lochar moves towards west along the village boundary upto point 'G1', passes through the plot no. 161 upto 'G2', thereafter moves along the village boundary upto 'G3' then it passes through plot no. 161 upto 'G-4'. The line further moves along the village boundary upto 'G5' and passes through plot No. 161 upto 'G6', after that the line moves along the village boundary upto 'G7' then the passes through plot no. 280 upto 'G8' thereafter it moves along the village boundary upto point 'G9' then it passes through plot no. 280 upto 'G10'. Again the boundary line moves along the village boundary upto point 'G11'. The line further moves through plot no. 280 upto 'G12' and again it moves along the village boundary upto point 'G13', passes through plot nos. 280, 381, 380 of the same village upto 'G14' after that the line moves along the village boundary and ends at the point 'H' on the plot no. 380 on the south-west boundary of the village Lochar.

Line H—H1—H2—H3—H4—H5—H6—H7—H8—I : The line starts from point 'H' on the plot no. 380 on the south-west boundary of the village Lochar moves westwards, passes through the plot nos. 3000, 2916, 3000, upto point 'H1' thereafter moves along the village boundary upto 'H2'. The line further passes through plot nos. 3000, 2914, 3000, upto point 'H3', then it moves along the village boundary upto 'H4' and again the line passes through the plot nos. 3000, 2886, 2881, 2885, 3000, 2884, 3000, upto 'H5'. After the line moves along with village boundary upto point 'H6', then it passes through the plot nos. 2858, 2860, 2859, 2860, 2854, 2856, 2855, 2842, 2841, 2840, 2839, 2838, 2837, 2836, 2835, 2695, 2833, 2832, 2831, 2830, 2696, 2005, 2008, 1999, 2701, 1999, 2703, 2704, 1993, 1997, 1996, 1994, 2718, 2719, 2806, 2808 of the same village upto point 'H7'.

thereafter the line moves along the boundary of the said village upto point 'H8' then the line passes through the plot nos. 2805, 2806 and ends at the point 'I' on the plot no. 2806 near the south-west boundary of the village Pagar.

Line I-J : The line starts from point 'I' on the plot no. 2806 near the south-west boundary of the village Pagar at the plot no. 2806 of the village Pagar moving northwards passes through plot nos. 2729, 2728, 2727, 2729, 1992, 2077, 2076, 2079, 2080, 2089, 2082, 2088, 2181, 2182, 2184, 2185, 2186 and ends at the point 'J' on the plot no. 2187 of the said village.

Line J-K : The line starts from point 'J' at the plot no. 2187 of the village Pagar moving towards east end passing through the plot nos. 1208, 1207, 1206, 932, 931, 2199, 930, 2199, 2203, 2205, 2206, 2207, 2221, 2222, 2223 and ends at the point 'K' on the plot no. 2226 of the said village.

Line K-L : The line starts from point 'K' at the plot no. 2226 of the village Pagar moving towards north-west and passing through the plot nos. 902, 901, 903, 900, 899, 913, 896, 895, 894, 891, 867, 866, 864, 863, 862, 859, 858, 854, 853, 847, 241, 240, 239, 238, 746, 749, 747, 750, 751, 772, 755, 756, 758, 760, 736, 734, 733, 725, 726, 723,

722, 351, 346, 300, 299, 298 and ends at the point 'L' on the plot no. 663 of the said village.

Line L-M : The line starts from point 'L' at plot no. 663 of village Pagar and passing through plot nos. 677, 681, 682, 683, 656, 715, 714, 687, 693, 692, 694, 695, 696 and ends at the point 'M' on the plot no. 696 near the north-east corner of the said village.

Line M-N : The line starts from point 'M' on the plot no. 696 near the north-east corner of the village Pagar and moves northwards through plot nos. 1569, 464, 452, 463, 464, 462, 466, 473, 483, 482, 480, 434, 433, 432, 398, 400, 398, 392, 370 of the village Pandu and ends at the point 'N' on the plot no. 371 of the said village.

Line N-A : The line starts from point 'N' on the plot no. 371 of the village Pandu and moves northwards through plot nos. 379, 378, 377, 376, 375, 387, 388, 389, 345, 346, 343, 342, 340, 290, 285, 1558, 281, 280, 283, 229, 228, 227, 226, 221, 220, 219, 218, 216, 159, 158 and ends at the point 'A' on the plot no. 157 of the north-west boundary corner of the village Pandu.

[No. 43015/8/2006/PRJW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 12 जून 2008

का.आ. 1386.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1857, तारीख 24 जून, 1994 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की सारणी में क्रम सं. 50 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित जोड़ा जाएगा, अर्थात् :—

1	2
51. उप-क्षेत्र प्रबंधक/अधिकर्ता, उकनी उपक्षेत्र, डाकघर उकनी, पुलिस थाना शीरपुर, तहसील बानी, जिला यवतमाल ।	उकनी ओपन कास्ट प्रोजेक्ट के सभी स्थान और वैस्टन कोल फील्डस लिमिटेड, नागपुर के या उसके नियंत्रणाधीन अन्य स्थान ।
52. उप-क्षेत्र प्रबंधक/अधिकर्ता, रीपल गाँव उपक्षेत्र, डाकघर भालार, पुलिस थाना शीरपुर, तहसील बानी, जिला यवतमाल ।	रीपल गाँव ओपन कास्ट प्रोजेक्ट के सभी स्थान और वैस्टन कोल फील्डस लिमिटेड, नागपुर के या उसके नियंत्रणाधीन अन्य स्थान ।
53. उप-क्षेत्र प्रबंधक/अधिकर्ता, जूरी ओपन कास्ट उपक्षेत्र, डाकघर उकनी, पुलिस थाना शीरपुर, तहसील बानी, जिला यवतमाल ।	जूरी ओपन कास्ट प्रोजेक्ट के सभी स्थान और वैस्टन कोल फील्डस लिमिटेड, नागपुर के या उसके नियंत्रणाधीन अन्य स्थान ।
54. उप-क्षेत्र प्रबंधक/अधिकर्ता, कोलार पिपरी ओपन कास्ट उपक्षेत्र, डाकघर भालार, पुलिस थाना बानी, तहसील बानी, जिला यवतमाल ।	कोलार पिपरी ओपन कास्ट प्रोजेक्ट के सभी स्थान और वैस्टन कोल फील्डस लिमिटेड, नागपुर के या उसके नियंत्रणाधीन अन्य स्थान ।
55. उप-क्षेत्र प्रबंधक/अधिकर्ता, राजुर उपक्षेत्र, डाकघर राजुर, पुलिस थाना बानी, तहसील बानी, जिला यवतमाल ।	राजुर उपक्षेत्र, के सभी स्थान और वैस्टन कोल फील्डस लिमिटेड नागपुर के या उसके नियंत्रणाधीन अन्य स्थान ।

1	2
56. परियोजना प्रबंधक/अधिकारी, 'के' खानी माईन डाकघर घोसा, पुलिस थाना बानी, तहसील बानी, जिला यवतमाल।	'के' खानी माईन प्रोजेक्ट के सभी स्थान और वेस्टर्न कोल फील्ड्स लिमिटेड नागपुर के या उसके नियंत्रणाधीन अन्य स्थान।
57. मुख्य महाप्रबंधक, भालार टाउनशिप, डाकघर भालार, पुलिस थाना बानी, तहसील बानी, जिला यवतमाल।	भालार टाउनशिप, डाकघर भालार, के मुख्य महाप्रबंधक कामप्लेक्स के सभी स्थान और वेस्टर्न कोल फील्ड्स लिमिटेड नागपुर के या उसके नियंत्रणाधीन अन्य स्थान।

[फा. सं. 43022/5/93-पीआरआईडब्ल्यू]

एम. शाहबुद्दीन, अवर सचिव

New Delhi, the 12th June, 2008

S.O. 1386.— In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Coal number S.O. 1857, dated the 24th June, 1994 namely :—

In the Table to the said notification, after serial number 50 and the entries relating thereto, the following shall be added, namely :—

1	2
51. Sub-Area Manager/Agent, Ukani Sub-Area, P.O. Ukani, Police Station Shirpur, Tahsil Wani, District Yavatmal.	All premises of Ukani Open Cast Project and others premises belonging to or under the control of Western Coalfields Limited, Nagpur.
52. Sub-Area Manager/Agent, Pimpal Gaon Sub-Area, P.O. Bhalar, Police Station Shirpur, Tahsil Wani, District Yavatmal.	All premises of Pimpal Gaon Open Cast Project and other premises belonging to or under the control of Western Coalfields Limited, Nagpur.
53. Sub-Area Manager/Agent, Jouri Open Caste Sub-Area, P.O. Ukani, Police Station Shirpur, Tahsil Wani, District Yavatmal.	All premises of Junad Open Cast Project and others premises belonging to or under the control of Western Coalfields Limited, Nagpur.
54. Sub-Area Manager/Agent, Kolar Pimpri Open Caste Sub-Area, P.O. Bhalar, Police Station Wani, Tahsil Wani, District Yavatmal.	All premises of Kolar Pimpri Open Cast Project and other premises belonging to or under the control of Western Coalfields Limited, Nagpur.
55. Sub-Area Manager/Agent, Rajur Sub-Area, P.O. Rajur, Police Station Wani, Tahsil Wani, District Yavatmal.	All premises of Rajur Sub Area and other premises belonging to or under the control of Western Coalfields Limited, Nagpur.
56. Project Manager/Agent, 'K' Khani Mine P.O. Ghonsa Police Station Wani, Tahsil Wani, District Yavatmal.	All premises 'K' Khani Project and other premises belonging to or under the control of Western Coalfields Limited, Nagpur.
57. Chief General Manager, Bhalar Township, P.O. Bhalar, Police Station Wani, Tahsil Wani, District Yavatmal.	All premises of Chief General Manager Complex of Bhalar Township, P.O. Bhalar, and other premises belonging to or under the control of Western Coalfields Limited, Nagpur

[F. No. 43022/5/93/PRIW]

M. SHAHABUDEEN, Under Secy.

श्री एच. रोजगार मंत्रालय

नई दिल्ली, 19 मई, 2008

कर. आ. 1387—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/93/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2008 को प्राप्त हुआ था।

[सं. एल-12011/160/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th May, 2008

S. O. 1387. —In pursuance of Section 47 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/93/2002) of the Central Govt. Indus. Tribunal-cum-Labour Court, No-2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workman, received by the Central Government on 19-5-2008.

[No. L- 12011/160/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD : PRESIDING OFFICER

Reference No. CGET-2/93 of 2002

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BANK OF INDIA

The General Manager (Personnel),
Bank of India,
Mumbai South Zone, Bol Building
70/80, M. G. Road, Fort,
Mumbai-400 023

And

Their Workmen

The General Secretary
Bank of India Staff Union
Bol Building, Ground floor
70/80, M. G. Road, Fort,
Mumbai 400 023.

APPEARANCES :

For the Employer : Ms. Nandini Menon
Advocate

For the Workmen : Mr. P. D. Patel
Advocate

Mumbai, Dated 15th April, 2008

AWARD—PART-I

The Government of India, Ministry of Labour by its Order No.L-12011/160/2002-IR(B-II) dated 07-11-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India, Mumbai South Zone, Mumbai in dismissal of Shri Shasikant Orak from services w.e.f. 23-11-2000 is justified? If not, what relief the workman Shri Shasikant Orak is entitled to?"

2. In support of their demand, General Secretary of the Bank of India Staff Union, Mumbai filed claim statement at Ex-8 making out case that, concerned workman i.e. Orak is a member of their union and has served with first party Bank for 33 years. According to union, workman Shri Orak was dismissed without following due process of law. He worked as a Special Assistant at Mumbai Central Branch of Bank of India during the relevant period.

3. According to union, some fraud was detected by Bank for which complaint was lodged by Bank with Police. Police investigated the fraud but unable to nab any culprit and closed the case. Bank was not happy with the result of the Police investigation and decided to proceed independently against workman Orak by levelling charge of forging signature of Smt. Bhambhani, the customer of Bank and encashing cheque on her forged signature and withdrawing cash from the account of Smt. Bhambhani. Opportunity was not given to concerned workman by the Inquiry Officer. Enquiry was conducted biasly. Findings given by Inquiry Officer were not given on the basis of evidence recorded in enquiry. All that happened by violating Principles of Natural Justice and finding was given by Inquiry Officer is perverse. Even action taken by management of dismissal on the basis of said findings is not just and proper. The role played by Mrs. Zunjarao, Mr. Kotian, Mrs. Vedpathak and other officers who were concerned with handling of Savings Bank Account was not considered by Inquiry Officer. Even admission given by witness Manjrekar is not considered by Inquiry Officer. Management did not consider the result of investigation done by Police as Police unable to nab any of the culprits. Even admission of Mrs. Vedpathak that, she signed cheque while posting it on M.E.9 was not considered. So it is submitted that enquiry conducted is not just and proper and findings of the Inquiry Officer are perverse and prayed to set aside it with said dismissal.

4. This is disputed by first party Bank by filing Written Statement at Ex-12 making out case that reference is not maintainable as decision taken by Bank cannot be

challenged before this Tribunal. It is stated that, very serious allegations are levelled against workman Shri Orak. Allegation of fraudulently withdrawing a huge sum of money from the bank account of a customer by forged cheques which had been obtained on the basis of forged cheque requisition slips. During the relevant period concerned workman was functioning as Special Assistant at Mumbai Central Branch and he was Incharge of cancellation of cheques in Savings Bank Department. On the basis of admissions given by concerned workman and with the help of evidence of sub-staff, fraud was proved against concerned workman in the inquiry. In the inquiry, Inquiry Officer discovered that, concerned workman acted prejudicially to the interest of the Bank. The charges were specifically set out in the chargesheet and Departmental Enquiry was conducted by giving full opportunity to the concerned workman and it was conducted by following Principles of Natural Justice. Concerned workman was allowed to take assistance of his representative and appear in the enquiry proceedings. After holding enquiry, Inquiry Officer found concerned workman guilty of the charges. Copy of the enquiry report was supplied to concerned workman and showcause notice was given enquiring with him as to why serious decision of dismissal cannot be taken against him? Even personal hearing was given with this representative on the punishment and then punishment was given. He was permitted to make Departmental Appeal and after hearing him with his representative, appeal was set aside. One has to note that, first party is a public financial institution dealing with public money. Accordingly, it has taken proper decision to proceed against concerned workman as the act of the concerned workman was against the interest of the Bank and against public interest. The enquiry conducted was just and proper and punishment awarded is proportionate to the charges levelled against and proved against concerned workman. It is further stated that, during that period i.e. 8-9-97 to 29-10-97 an amount totalling to Rs. 1,52,000 was found fraudulently withdrawn from SB account No.25253 of Smt. R.T. Bhambhani and Smt. K.G.Bhambhani who were having Savings Bank account at Mumbai Central Branch. Fraud was perpetrated by using four cheque leaves from the cheque book No. 524641-650 obtained in the account on 14-8-97 on the basis of a forged cheque requisition slips. The cheques used for defrauding bank and also the cheque book requisition slip and the acknowledgement slip were not traceable. The previous cheques series fed into the computer had been deleted. The original specimen signature card was replaced by fictitious specimen signature card in order to ensure that four cheques were duly passed by the official concerned. However said fictitious specimen signature card had also been removed after the perpetrations of the fraud to prevent detection. It was therefore evident that, frauds were perpetrated with the active involvement of a staff member who had access to the Bank's records. During that period, concerned workman was functioning as a Special

Assistant and he was having easy access to the record of specimen signature cards preserved by the Bank. He also used intentionally different types of initials on withdrawal slips. Bank discovered during that investigation that concerned workman had interfered with computer SB-1 and SB-2 on the relevant dates and had also discovered during investigation that the turnover in the savings bank and over drafts were found to be beyond his net salary. The income of concerned workman was not proportionate. So by serving charge sheet dated 8-12-99, concerned workman was charge sheeted. Enquiry was conducted. Evidence was recorded by Inquiry Officer in the presence of concerned workman and his representative. Full opportunity was given to concerned workman. Bank examined officers namely Mrs. Zunjarao, Shri Kotian, Shri Palekar, Shri Engineer and Mrs. Vedpathak all deposed in what way concerned workman had meddled with computer resulting in fraud affected on the Bank. In the deposition, these witnesses established that, concerned workman had access to two different machines and that he had accessed said in two different names and that he was also using two different initials. It was also detected that concerned workman deliberately and intentionally suppressed his identity in case of inquiry. After holding enquiry and after recording evidence by giving full opportunity to concerned workman, Inquiry Officer concluded concerned workman guilty of charges and accordingly findings were given. So it is submitted that, finding given by Inquiry Officer may be observed just and proper and be declared that enquiry was conducted by following principles of natural justice.

5. In view of above pleadings my Ld Predecessors framed issues at Ex-20. However by application Ex-27, both prayed to recast the issues and requested to decide point of enquiry and its findings as preliminary issue. Accordingly issues were recasted which are answered against it.

ISSUES	FINDINGS
i. Whether this Tribunal has jurisdiction?	Yes
ii. Whether enquiry is fair and proper?	Yes
iii. Whether findings are perverse?	No

REASONS

Issue No. 1

6. On the basis of stand taken by first party that this reference is not maintainable and its subject matter is of beyond jurisdiction of this Tribunal, this issue is framed. We find this contention in para. 1 of Written Statement. However no specific case is made out by first party as to how this reference is not maintainable? and how this Court has no jurisdiction? Even in the written arguments submitted by first party at Ex-29, it is tried to point out by first party that the cause of concerned workman is not espoused by any registered union representing the employees of the first party Bank of which Second party

is the member. However on that point there is no case to the second party from the first party's side except that no other contention is taken by the first party as to how this Tribunal has no jurisdiction and how this matter can not be within the jurisdiction of this Tribunal?

7. It is matter of record that, union challenged the dismissal of concerned workman. There was conciliation proceeding. After submitting of failure report by Conciliation Officer, Union of India, Ministry of Labour sent the subject matter of the reference for adjudication to this Tribunal. The decision taken by Union of India in sending reference for adjudication is not challenged by first party before proper forum. For the sake of contention, I think first party has taken contention that, this Tribunal has no jurisdiction and Union has no proper representation in the establishment of first party. So for this vague case made out by first party, the subject matter brought for adjudication by the Union cannot be ignored for want of jurisdiction. When subject matter is sent for adjudication and it is observed that dispute subsist regarding dismissal of concerned workman, this Tribunal can consider it. Besides Section 2 (a) of Industrial Disputes Act permit individual workman to raise industrial dispute. Here claim statement is filed by Union. So according to me, there is no substance in the contention of first party that, this tribunal has no jurisdiction and subject matter of reference is not coming in the purview of this Tribunal. Accordingly I answer this issue to that effect.

Issue No. 2

8. This issue is framed on the basis of pleading of second party who pleaded that enquiry conducted against concerned workman was not fair and proper. According to second party, no proper opportunity was given to him in the inquiry. So he blamed the enquiry. Against that first party made out case that full opportunity was given to concerned workman to participate in the enquiry with his representative. He was allowed to cross the management's witnesses. All documents were given to concerned workman on which first party was relying.

9. In support of the respective contentions, second party place reliance on deposition of concerned workman Orak who filed his affidavit at Ex-21 in lieu of examination-in-chief where he made out case of that type. However in the cross this concerned workman admits that he attended enquiry proceedings and signed the said on the relevant dates along with his representative. Even he admits that, documents on which Bank relied were supplied to him. He also admits that six witnesses were examined by Bank in inquiry proceeding and were offered for cross to him and his representative. He also states that his statement was recorded on page 90. His grievance is that, after his evidence was recorded, he filed documents and again he was expecting that his statement should be recorded by the Inquiry Officer. According to him, when such a statement

is not recorded which was required to be recorded after filing documents, he feel that enquiry was not fair and proper. Except that, no case is made out by concerned workman as to how and why enquiry be treated not just and proper? No case made out. It is not shown how not recording his statement after his producing of documents prejudice his case? Against that first party's evidence is on record in the form of affidavit filed in lieu of examination-in-chief of N.K. Chhowala who was the Inquiry Officer. He stated, how enquiry was conducted and how opportunity was given to concerned workman and his representative. He described that in his deposition saying that he concluded enquiry on 10-8-2000 which was started on 18-3-2000. He states that second party was allowed to represent through Pravin Patel. Witnesses examined by bank were offered to second party for cross. Enquiry proceedings were explained. Charges were also explained. In the cross, this witness states that, Police unable to detect charge of forgery leveled against concerned workman. However he states that deposition of witness examined by management shows that concerned workman played vital role in that transaction and was solely responsible for the encashment of that cheque of Bhambhani sisters. Even it was brought on record that second party workman was having access to the record of first party maintained by bank. It was also brought on record that concerned workman was having access to use the computers and access to specimen signature card record. Witnesses of management were made available for cross.

10. The evidence led by both and copy of Inquiry proceedings filed with Ex-15 reveals that full opportunity was given to concerned workman to participate in the enquiry. He attended all proceedings. He participated on all dates. He signed on all enquiry proceedings. Only his grievances was that after producing of documents from his side, his statement was not recorded. But it is not pointed out in what way or manner non-recording of his statement after production of documents affect on his case? No specific case is made out by concerned workman on that point. So according to me enquiry conducted against concerned workman must be observed as conducted by following principles of natural justice. So I conclude that enquiry is fair and proper.

Issue No. 3

Second party contended that findings of Inquiry Officer are perverse. In support of that second party place reliance on admission of management witness i.e. admission of Inquiry Officer that Smt. Vedpathak admitted that cheques were encashed on machine No. 9 and under her signature. Even Witness Mrs. Zunjarao also admits that said cheques were encashed under signature of Mrs. Vedpathak. Even Inquiry Officer admits that concerned workman was having opportunity to see the specimen signatures by using specimen signature card of others. So according to him though Mrs. Vedpathak admits that cheque was encashed under her signature no action was taken against her but

concerned workman is punished for that without any reason. Whereas first party's advocate place reliance on the series of events referring access of concerned workman on all the computers as well as specimen signature card. Even it is admitted position that disproportionate amount was shown in the account of second party. According to first party, between 8-9-97 to 29-10-97 an amount totally Rs. 1,52,000 was fraudulently withdrawn from SB Account No. 25253 of Smt. R.T. Bhambhani and Smt. K.G. Bhambhani with Mumbai Central Branch. Said fraud was done with the help of four cheque leaves from cheque book no. 524641-650 obtained in the account on 14-8-97 on the basis of a forged cheque requisition slip. The cheques used for frauding the bank as also the cheque book requisition slip and the acknowledgment slip were not traceable. The previous cheque series fed in the computer had been deleted and the original specimen signature card was replaced with fictitious specimen signature card in order to ensure the forged cheques were fully passed by officials concerned. However said fictitious signature card had also been removed after the perpetration of the frauds to prevent detection. According to Bank, fraud was perpetrated with the active involvement and assistance of staff members who had access to the Banks records. It was also alleged that during relevant period, concerned workman was functioning as Special Assistant at Mumbai Central Branch and as a part of his duties, he was incharge of cancellation of cheques in Savings Bank Department. Even he was sitting close to the cabinet in which specimen signature cards are kept and he had easy access to the same. Even in the investigation at initial level, Bank was able to discover that concerned workman used to occupy the seat of the computer operators in SB department and he used to cancel cheques, withdrawal slips unauthorisedly by using their pass word. In the preliminary investigation, it was noticed that, concerned workman used intentionally different types of initials in token of posting of cheques/withdrawal slips to give an appearance that same had been posted by the computer operators. It was also discovered that during the course, said concerned workman worked on the computer SB-1 & SB-2 on the relevant dates. Banks also discovered in the investigation that transactions in the SB accounts of the second party workman were found disproportionate and beyond his means and considering that aspect Bank decided to hold enquiry. Bank appointed Mr. N.K.Chhowala as the Inquiry Officer. Bank examined the Investigating Officer, Mr. K.B.Surti, Mrs. Zunjarao, Mr. Palekar and Mrs. Vedpathak as witness who deposed in what manner second party had meddled with computer resulting in frauds. In the deposition it also established that, second party had access to two different machines and had accessed the same in two different names and that he was also using two different initials. These indicate that second Party workman intentionally and deliberately acted to suppress his identity while doing those activities which is of serious nature.

12. Enquiry proceedings is produced at Ex-15. Evidence is recorded of witnesses from pages 3 to 20. Page 21 starts with report of Inquiry Officer and on page 23, Inquiry Officer observed that cheque of Rs. 1,55,000 presented in clearing on 23-3-98 was returned unpaid as there was no sufficient balance in the account. Even computer showed remark that cheque series does not tally with the cheque issued by the Bank. Even Inquiry Officer found that the fraudster would have replaced the original specimen signature card by fictitious specimen signature card during business hours which was only possible to Shri Orak i.e. concerned workman and to Mrs. Zunjarao by virtue of their closeness to the specimen signature card cabinet. The possibility of replacing the specimen signature card were ruled out before commencement of business hours or after close of business hours as the cabinets were locked after the business hours and the keys were kept with the Manager. It is reported that the replacement of specimen signature card would have been done by staff of Savings Bank Department. It was reported that they could not get any material evidence to suspect involvement of Mrs. Bhambhani in the fraudulent withdrawal of cash. It was also noticed by Inquiry Officer that transactions of Orak is frequent and is higher side as compared to his take-home salary. It is also concerned with loan of Rs. 4 lakhs for purchase of home where Orak and Vedpathak stand guarantor. It was also noticed by Inquiry Officer that staff used to post cheques/withdrawal slips in the pass word of other computer operations. Even Investigation Officer at the inquiry in initial stage concluded that fraud was committed in the inoperative joint savings bank account No.25253 of Mrs. Rukibai Bhambhani and Mrs. Kavita Bhambhani by obtaining new cheque book, deleted earlier cheque book series, missing cheque requisition slip and paid 4 cheques from Branch. Even Inquiry Officer passed strict strictures on Kotian who was leaving computer without properly logging off. Even he was knowing that Orak was having knowledge of ALPEM Machine and its operation. He also noted that Orak was meddling with computer as evident from transaction log dated 1-10-97, 7-10-97 and 13-10-97. He also noticed that as noted by staff during the investigation, Orak was using pass word of other computers and was having access to the specimen signature card cabinet. Considering that Orak was having easy access to specimen signature card cabinet, and the disproportionate source of income in his account, he is concerned for that and responsible for the said. Even he unable to explain the reason of cash receipt of Rs. 11,500 and Rs. 10,500 dated 6-10-97 and 15-11-97 from his wife's account. So considering all that Inquiry Officer concluded that concerned workman is guilty of said charges. Even concerned workman in the cross admits that his work of place is adjoining to the cabinet where specimen cards are kept. He also admits that he has to see the cards to verify the signature of the customers. He also admits that during the banking hours computer were on and not shut down at

any time. He also admits that when computer is working it is not necessary to have password to open it. He admits that he was working on other computers. He admits that when computer is on, pass word is not necessary to open it.

13. So all these reveals that, enquiry was fair and proper and evidence was there to blame the concerned workman for the charges levelled against him. All these reveal that, Inquiry Officer was having reason to conclude concerned workman guilty of the charges levelled against him. When Inquiry Officer was having evidence, it cannot be said that his findings is on surmises and perverse as claimed. So I conclude that, findings of the Inquiry Officer are not perverse.

14. In view of discussions made above, I conclude that enquiry is fair and proper and findings not perverse. Hence the order:

ORDER

1. Enquiry is fair and proper and findings not perverse.

2. Parties to appear in the reference on the point of quantum of punishment.

Date : 15-4-2008

A. A. LAD, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1388—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधक के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 46/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/142/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 21-5-2008.

[No. L-12012/142/2001-JR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 14th, May, 2008

Present

SHRI A. R. SIDDIQUT : PRESIDING OFFICER

C. R. No. 46/2002

IPARTY

Shri S.S. Deshpande,
S/o Shri Shama Rao Deshpande,
C/o R. H. Guttal, Plot No. 7,
Pavamana, Indira Colony,
Keshavapur,
Hubli-580023
Karnataka State

II PARTY

The General Manager (P),
Syndicate Bank,
Head Office,
Manipal- 576119
Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/142/2001-JR(B-II) dated 21st August, 2002 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Syndicate Bank is justified in dismissing the services of Shri S.S. Deshpande, Clerk w.e.f. 23-12-1998 on the grounds of doing acts prejudicial to the interest of the bank under Clause No.19.5(i) of Bipartite Settlement? If not, what relief the said workman is entitled to?"

2. A charge sheet dated 21-7-1997 at Ex. M1 (before this tribunal) came to be served upon the first party in the following terms:

Charge Sheet

"That, one Smt. Noorjahan Pakruding Bhagwan, Gandigawad post was maintaining SB Account No. 8984 with our Itgi branch. Shri Fakruddin, the husband of Smt. Bhagwan, Headmaster KBS Boys School Gandigawad was also maintaining a SB Account No. 2971 with the said branch.

That on 6-8-1996, while you were working as cashier of Itgi branch Shri F.H. Bhagwan handed over a cheque No. 395700 dated 6-8-1996 for Rs. 6090 favouring self drawn on SB account of Smt. Noorjahan with a request to credit the proceeds to his SB account. That you instead of crediting the proceeds of the said cheque to SB Account No. 2971,

encashed the said cheque and obtained payment of the same.

That on 24-8-1996, you prepared a credit slip for Rs. 3,090. for credit of SB Account No. 2971 of Shri Bhagwan and deposited by cash the said amount of Rs. 3090.

That on 30-08-1996 Shri Bhagwan visited the branch and complained orally that he had handed over the cheque dated 6-8-1996 for Rs. 6090 to you for crediting the proceeds to SB account No. 2971 but only an amount of Rs. 3090 was credited to the said account that too on 24-8-1996. Since you were on leave he was requested to visit the branch the next day. On 31-8-1996, he again visited the branch and gave an undated complaint. On seeing Mr. Bhagwan in the Manager's cabin you took him away, out of the branch. After some time Mr. Bhagwan returned to the cabin and informed that the matter is solved and that he has received the money back. It is seen that you have credited the Amount of Rs. 3000 on 31-8-1996 to SB account No. 2971 by preparing a credit slip. You have also informed the Manager that you have credited the balance amount of Rs. 3,000 on 31-8-1996.

The above circumstances clearly indicate that you have obtained unauthorisedly an amount of Rs. 6090 belonging to a customer at the branch on 6-8-1996 instead of crediting the amount to SB Account No. 2971 on 6-8-1996 itself you, credited Rs. 3090 on 24-8-1996 and the balance of Rs. 3000 on 31-8-1996 that too when the customer complained against you.

By your acts you committed "gross misconduct" within the meaning of Clause No.19.5 of the Bipartite Settlement. We, therefore, charge you for committing gross misconduct of "doing acts prejudicial to interest of the bank" under Clause No. 19.5 (j) of the Bipartite Settlement.

3. His explanation to the charge-sheet not being found satisfactory a Domestic Enquiry was ordered into the said charge sheet in the sense based on the findings of the Enquiry Officer holding him guilty of the charges, he was dismissed from service.

4. The case of the first party workman as made out in the claim statement in brief is as under :—

That the first party workman joined the services of the bank on 3-4-1982 as an Attender and subsequently he was promoted as clerk. He served the bank till his dismissal on 23-12-1998 while working at the Kittur Branch of Belgaum district; that while he was serving the management used to

get more customers to branch. He got his friend Shri Bhagwan and his wife as customers of the second party bank and used to give his friendly services to them also. Charge-sheet was issued but the same is not correct. Enquiry is not fair and proper. In the enquiry except the interested person that the Investigating Officer at whose instance the enquiry was ordered, no independent person was examined in support of the charge-sheet whereas the complainant himself deposed to the effect that such a complaint was made on misunderstanding of the facts and circumstances. The first party has not committed any misconduct. No hand writing expert was examined and findings of the enquiry officer is perverse. The letter dated 20-5-1997 is not in his handwriting and is obtained by the Investigating Officer himself at his dictation by making the customer to believe that his complaint has been withdrawn without understanding the implications and facts altogether by the said customer; that MEX. 15 is the complaint on the basis of which the wrested charge sheet has been framed and the MEX. 15 says that Shri Bhagwan, the customer gave cheque on 7-8-1996 for Rs. 6092 to credit to his account. Further says that only Rs. 3090 has been credited as such an enquiry may be held. In fact no cheque was given to any one on 7-8-1996 for Rs. 6092. It is not said that the said cheque was handed over to the first party by him. But the charge-sheet presumes that the said customer has handed over the said cheque to first party on 6-8-1996 and the first party got encashed the same and deposited in the customers account a sum of Rs. 3090 only on 24-8-1996; that on 6-8-1996 VCC standing in the name of Mrs. Bhagwan matured and the proceeds were credited to SB account No. 8984 vide MEX.7 on the same day vide MEX. 8 she withdrew Rs. 6090. On 24-8-1996 Mrs. Bhagwan came of the branch for crediting the amount to her husband's account No. 2971. She deposited Rs. 3090 vide MEX 11 and the relative credit slip was prepared by me but it was signed by Mrs. Bhagwan. It is seen from the records that in the claim statement evidence of WW 1 is narrated. So also the evidence of WW2 is narrated and it is contended that the enquiry officer has ignored the vital facts and solely depending upon the version submitted by the Investigating Officer gave his findings, which is perverse. The action of the management is not correct. Complainant was not examined by the management. In fact the workman examined Mr. Bhagwan; that on account of misunderstanding Mr. Bhagwan gave complaint and also gave in writing that he has no complaint against the workman; that he is suffering lot and he is having wife and two children and at present he has no income and his survival is difficult. The punishment imposed

is disproportionate and harsh. Workman has not committed any act prejudicial to the interest of the second party bank under Clause No. 19.5 (j) of the Bipartite Settlement. Workman for these reasons and for some other reasons has prayed to pass award in his favour with all benefits.

5. The management by its counter statement, while narrating the allegations made in the charge sheet, in the first instance contended that the enquiry conducted against the first party is fair and proper. On merits it contended that the workman himself prepared the credit slips for Rs. 3090 on 24-08-1996 and for Rs. 3000 on 31-08-1996 as per Ex. MEX.11 & 13 respectively thereby he misappropriated above said amount of Rs. 3090 for a period of about 17 to 18 days and the balance amount of Rs. 3000 for a period of about 15 days as he after having received the total amount of Rs. 6090 from the Complainant Shri Bhagwan on 06-08-1996 misutilised the above said amount for the above said period and thereby committed the misconduct as noted in the charge sheet. The management contended that the letter dated 30-06-1997 marked at Ex. MEX.16 given by the said complainant subsequently withdrawing his complaint at Ex. MEX.15 dated 30-06-1997 does not absolve the workman as the said complainant is stood to his earlier complaint filed against the first party. The management further contended that the statement of the first party and his witness examined as DW1 & 2 during the course of enquiry cannot be read out of context more so that from the statement of DW2 namely, the Complainant it becomes clear that he wanted to withdraw his complaint as he had settled the matter with the first party after he paid the entire amount of Rs. 6090 on the aforesaid dates. The management further contended that findings of the enquiry officer are very much based upon the oral testimony of MW1 and the various documents marked during the course of enquiry genuineness of which could not have been disputed, they being maintained by the management bank during the course of business transaction. The management also justified the punishment of dismissal passed against the first party as proportionate to the gravity of the misconduct committed by him.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal took up the said question as preliminary issue and my learned Predecessor by his order dated 17-02-2003 answered the above said preliminary issue recording a finding to the effect that the Domestic Enquiry held against the first party by the second party is fair and proper. It is seen from the records that thereafter my learned Predecessor heard the learned counsels for the respective parties on merits of the case and by his award dated 24-03-2003 allowed the reference setting aside the dismissal order passed against the first party with a direction to the management to reinstate him

in service to his original post with continuity of service and with full backwages. Aggrieved by the said award the management approached the Hon'ble High Court in Writ Petition No. 50276/03 challenging the said award and it is after hearing the parties through their respective counsels, his Lordship of our Hon'ble High Court vide order dated 16-02-2006 quashed the award passed by this tribunal and remanded the matter back to this tribunal for fresh disposal after hearing both the parties. After the remand, on behalf of the first party application dated 30-05-2006 under Section 11 of the ID Act, read with Rule 15 of the Industrial Disputes (General) Rules, 1957 was moved before this tribunal to issue notice/summons to two witnesses namely, Smt. Noorjahan and Shri Fakruddin Hussainsab Bhagwan (Complainant) to give evidence before this tribunal. The management resisted the above said application and after hearing the learned counsels for the parties on the said application it was rejected vide order dated 14-03-2007. Thereupon, the matter came to be posted to hear the learned counsels on merits of the case in the light of the observations made by his Lordship of Hon'ble High Court in the aforesaid orders on WP.

7. Learned counsel for the first party Shri N.G. Phadke, vehemently, argued that the main allegations made in the charge sheet that the complainant Shri Bhagwan infact had handed over the cheque of Rs. 6090 to the first party on 06-08-1996 and that the first party himself got encashed the said cheque noting down the token number on the back of the cheque by himself has not been proved either by oral or documentary evidence and that the statement of MW1, the Investigation Officer in the enquiry being an hearsay evidence was not to be acted upon to substantiate the aforesaid charge against the first party. He contended that the said complainant, Shri Bhagwan himself has given a letter at Ex. MEX. 16 withdrawing his earlier complaint at Ex. MEX. 15 on the ground that he had given the said complaint on some misunderstanding and therefore, in not considering the said letter of the complainant withdrawing his complaint was the legal and factual infirmities committed by the enquiry officer. He submitted that merely, because the paying slips were prepared by the first party himself for depositing a sum of Rs. 3090 and Rs. 3000 vide Ex. MEX.11 & 13, no inference can be drawn that it is the first party himself who had deposited the said amount as the first party in preparing those slips just rendered his personal service to the complainant who happened to be his friend. Therefore, learned counsel contended that the findings of the enquiry officer which are mainly based upon the oral testimony of the Investigation Officer and not supported by other sufficient and legal evidence, suffered from perversity and therefore, impugned punishment order passed against the first party is liable to be set aside. Learned counsel also submitted that even if it is to be taken that charge of misconduct has been proved against the first party, keeping in view the

nature of the alleged misconduct, the supporting terms between the first party and the complainant and so also taking into account the fact that the amount in question was said to be with the first party only for a period of about 18 to 25 days and the unblemished service rendered by the first party all along, the punishment of dismissal passed against him was quite disproportionate to the gravity of the alleged misconduct and therefore, it is a fit case where the court can exercise its discretionary powers under Section 11 A of the ID Act to modify the same.

8. On the other hand learned counsel for the management Shri TRK Prasad with equal vehemence contended that the first party having taken undue advantage of his friendly relationship with the Complainant, Shri Bhagwan, misutilised the said amount of Rs. 6090 which he encashed himself on the basis of cheque received by him from his friend Shri Bhagwan on 6-8-1996. He contended that undisputedly, the first party even in his own admission prepared the two separate cheque slips at Ex. MEX 11 & 13 and thereby made good of the said amount crediting to the SB account of the Complainant, Bhagwan. He contended that the statement of MW1 before the enquiry officer can never be said to be a hearsay evidence as it was based upon the documents maintained by the public sector bank relating to the transaction in question. He contended that the very statement of the complainant Shri Bhagwan examined as DW2 before the enquiry officer instead of giving clean chit to the first party implicates him when he admits to say that he wrote a letter to the bank withdrawing his complaint only after the first party paid back the balance amount of Rs. 3000 having already paid a sum of Rs. 3090 earlier to that under the said cheque slips vide Ex. MEX 11 & 13 respectively. Learned counsel contended that the findings of the enquiry officer are based upon sufficient and legal evidence, in the statement of MW1 and the voluminous documentary evidence including the documents at Ex. MEX.7,8,11,13,15 & 16 as well as MEX.17 and other documents. Therefore, he supported the findings as valid and legal not to be interfered at the hands of this tribunal. He also contended that the misconduct committed by the first party was a serious misconduct involving moral turpitude and therefore, the punishment of dismissal was proportionate and commensurate to the gravity of the misconduct committed by the first party.

9. After having gone through the records, more particularly, the oral and documentary evidence produced during the course of enquiry and the findings of the enquiry officer based on the said evidence I do not find substance in the arguments advanced for the first party as far as the proof of misconduct committed by the first party. From the reading of the enquiry findings it can be found out that the management during the course of enquiry examined the Investigation Officer as MW1 and got marked 19

documents at Ex. MEX 1 to 19 to substantiate the charges of misconduct levelled against the first party. As against this the first party examined himself as DW1 and the complainant Shri Bhagwan as DW2. Learned enquiry Officer while bringing on record the oral testimony of MW1 and the documents at Ex. MEX 1 to 18 and also referring to the oral evidence of the first party as well as his witness, analysed the evidence as recorded on pages 4 to 6 of the enquiry findings. In order to find out the truth or otherwise of the allegations made on the charge sheet as could be read from the findings, he raised three issues relevant for the purpose running as under:—

Issue No. 1: Whether Shri Bhagwan on 6-8-1996 handed over a cheque, No. 395780 dated 6-8-1996 for Rs. 6090 to CSE for crediting the amount to SB account No. 2971.

Issue No. 2 : Whether the CSE encashed cheque No. 395780 for Rs. 6090 instead of crediting to SB account 2971 of F.H. Bhagwan.

Issue No. 3 : Whether the CSE credited to SB account 2971 of the customer a sum of Rs. 3090 on 24-8-1996 and the balance of Rs. 3000 on 31-8-1996 that too when the customer complained against him.

10. On first issue while taking into consideration the very statement of the complainant, the learned enquiry officer observed that the complainant confirmed having filed the complaint marked as MEX.15. He noted that as per the statement of the complainant while answering question No. 19 the cheque referred by him in the complaint at Ex. MEX 15 is the cheque marked at Ex. MEX. 8. He also referred to the subsequent letter of the complainant dated 20-05-1997 marked at Ex. MEX 16 written to the bank by the complainant and observed that the complainant in his cross examination admitted the contents of MEX 16 wherein he has stated that in the month of August he had given the cheque of Rs. 6090 and after one month when he came to the bank to withdraw the amount observed that only Rs. 3090 was credited to his account. He further stated that when he enquired with the first party, on the same day he paid Rs. 3000 and settled the matter. There was also a reference and discussion on the letter written by one Mr. Madhukar Rao who was working at SB department on the relevant date. As per his letter at Ex. MEX 17, it is made clear that it is the first party who had given him the cheque in question for debiting the same to the concerned account. Learned enquiry officer then observed that though DW2 (the complainant) has tried to explain the reasons for giving the complaint, he has not denied the contents of the complaint as he confirmed the contents of the complaint during the course of his cross examination. The enquiry officer then rejected the contention of the first party that the wife of the complainant herself having visited the bank had encashed the said cheque at Ex. MEX. 8 on 6-8-1996

itself for the reason that the documentary evidence at MEX.15,16 &17 runs contrary to the abovesaid version and the defence taken by the first party. MW1 and DW2 would establish that the complainant handed over MEX. 8 to the first party for crediting the amount to his SB Account No. 2971. While, giving the reasonings as to whether the first party himself encashed the abovesaid cheque for Rs. 6,090 instead of crediting the same to the said account of the complainant, learned enquiry officer once again referring to the aforesaid letter at Ex. MEX 17 and the statement of MW1 recorded his reasonings to the effect that it is the first party who had encashed the said cheque after having received the same from the complainant on 6-8-1996. Likewise, while raising the issue No. 3 learned enquiry officer took into account the documentary evidence at Ex. MEX 11 & 13 and on the basis of the very admissions of the first party that it is he himself had prepared those paying slips where under a sum of Rs. 3090 was paid with the account of the complainant on 24-8-1996 and a sum of Rs. 3000 was paid on 31-8-1996 once again with the account of the complainant, the learned enquiry officer rightly discussed and came to a right conclusion to say that there was a conflicting and contrary statement made by the first party as well as his witness complainant as to who actually had paid sum of Rs. 3000 as per the Ex. MEX.13 as on 31-8-1996. Therefore, after having discussed the oral and documentary evidence, the learned enquiry officer in my opinion rightly came to the conclusion that the abovesaid Issue No. 3 was proved and answered as against the first party. Therefore, the contention of the first party that no cheque was given to him for crediting the amount to the complainant's account on 6-8-1996 but the VCC standing in the name of the wife of the complainant was matured and proceeds were credited to her account and then she withdrew the amount on the same day not being tenable was rightly rejected by the enquiry officer. He rightly concluded to say that from the oral and documentary evidence it has been established that the complainant handed over the cheque to the first party for crediting the same to his SB Account and the first party instead of crediting the same to the account, obtained the payment unauthorisedly. As noted above, learned enquiry officer also rightly rejected the defence of the first party that first complaint given by the complainant was at the result of the misunderstanding of the facts when the complainant as noted above, confirmed the contents of his complaint during the course of enquiry and came out with the statement that he withdrew the said complaint only after the amount in question was reimbursed to him. His contention that it is the complainant himself who paid a sum of Rs. 3000 to his SB Account on 31-8-1996 was also rightly rejected by the enquiry officer on the ground that there was an evidence brought on record to suggest that the first party himself credited Rs. 3000 to the SB Account of the complainant by preparing the credit slip by himself.

Moreover, when it has come in the evidence of the complainant that on 31-8-1996 he had come to the bank to withdraw a sum of Rs. 500 question of he himself crediting a sum of Rs. 3000 to his SB Account by no imagination is conceivable much less acceptable. In the result, and the reasons foregoing this tribunal has no hesitation in its mind to come to the conclusion that the charges of misconduct as alleged in the charge sheet have been proved and substantiated by the management and that the findings of the enquiry officer holding the workman guilty of those charges suffered from no perversity.

11. Now, the next question to be considered would be whether the punishment of dismissal passed against the first party was not proportionate to the gravity of the misconduct committed by him. The learned counsel for the management had cited various decisions of High Courts as well as their Lordship of Supreme Court, wherein, it has been laid down that when the misconduct of the nature in question has been proved, the punishment imposed by the management by way of dismissal or any other punishment cannot be interfered with by this tribunal. There cannot be two opinions on the principle laid down by their lordship of Supreme Court and the High Courts on this aspect of the case. However, in my opinion in the present case there is a mitigating circumstance in favour of the first party in the fact that he misappropriated the amount in question temporarily for a period of about 18 to 25 days for a sum of Rs. 3090 then for a sum of Rs. 3000 respectively. He had reimbursed the said amount to the account of the complainant no sooner the matter came to light. There is no case of the management that earlier to this incident the first party was also involved in the misconduct of this nature on hand. As could be read from the records, as on the date of dismissal the first party was in the service of the management for a period of about 16 to 17 years inviting no such complaint against him. Therefore, having regard to all these facts I am of the opinion that punishment of dismissal imposed upon the first party can be modified by the punishment of his compulsory retirement from services w.e.f. the date of the impugned punishment order. Hence the following award :

AWARD.

The punishment of dismissal passed against the first party is hereby modified and replaced by the punishment of his compulsory retirement from services w.e.f. the date of impugned punishment order. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 14th May, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1389.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 70/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/309/1996-आई. आर. (बी- II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/1997) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank, and their workman, received by the Central Government on 21-5-2008.

[No. L-12012/309/1996-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER : R.N. RAI. I.D.No. 70/1997 IN THE MATTER OF :

Shri Anil Kumar Gupta,
D-108, Prashant Vihar, Delhi - 110085.

Versurs

Regional Manager,
Punjab National Bank,
Bulandshahr - 110085.

AWARD

The Ministry of Labour by its letter No. L-12012/309/96 IR(B-II) Central Government Dated 16-5-1997 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Punjab National Bank in terminating the services of Shri Anil Kumar Gupta Ex-Clerk-cum-Godown Keeper w.e.f. 14-11-94 by treating him voluntary retired is legal and justified? If not, to what relief the said workman is entitled?”

The workman-applicant has filed claim statement and it has been stated therein that the workman was appointed as a Clerk-cum-Godown Keeper in erstwhile New Bank of India at Delhi w.e.f. 1-9-82 and was working as such in the erstwhile New Bank of India till its undertaking was taken over/merged with Punjab National Bank, another nationalized Bank, as

per Government Notification dated 4-9-93.

That though the transferor New Bank of India had framed a policy, as per Government guidelines, in terms of which the workman staff of the Bank could be transferred only within a State/Union Territory, but the management of the transferee Punjab National Bank, soon after merger of erstwhile New Bank of India with it, issued orders for transfer of the workman out of Union Territory. But the management of the transferee Punjab National Bank, soon after merger of erstwhile New Bank of India with it, issued orders for transfer of the workman out of Union Territory of Delhi to Bank's Zonal Office at Agra in U. P.

That though the above transfer of the workman from Delhi to Agra, in another State, was wholly unjustified and not in any bona fide administrative needs of the Bank, nor was it permissible under the transfer policy of erstwhile New Bank of India, the workman who was not keeping good health at the time the orders for his transfer to Agra were served on him, reported at Bank's Zonal Office, Agra on 27-12-1993.

That on the very day the workman had reported at Bank's Zonal Office Agra, orders were again issued for his second transfer to Bank's Regional Office at Bulandshahr and in deference to the said orders, the workman reported at the Regional Office of the Bank at Bulandshahr on 28-12-1993.

That as the workman was already having precarious health at the time of his transfer from Delhi to Agra, his health further deteriorated on his transfer from Zonal Office Agra to Bulandshahr and so, he had to take rest from 30-12-1993 to recoup his health and after becoming somewhat fit to work, he resumed duty at Regional Office, Bulandshahr on 28-1-1994 and was allowed to resume duty after he had explained the reasons for his inability to attend office from 30-12-1993 to 27-1-1994 to the satisfaction of the Bank.

That while the workman was hoping that the management would now allow him to settle down at Bulandshahr, even if not transfer him back to Delhi, he found, to his utter shock, and dismay, that he was again transferred to Daulatpur Branch, a rural branch, on 28-1-1994 itself by the Regional Office Bulandshahr, with the result that he suffered further set back in his health and he could not join at Daulatpur Branch for some time after 28-1-1994.

That on recouping his health, the workman reported for duty at Daulatpur Branch on 18-3-1994 in deference to the Regional Office orders dated 28-1-1994 and he was allowed to join duty by the manager of the Branch after the workman had satisfied the management about the reasons for his inability to join duty at Branch immediately after 28-1-1994.

That as the climatic and living conditions at Daulatpur village had an adverse impact on the already

precarious health of workman, which was worsened due to his physical problem of back-pain, he could not attend office at the said Branch from 21-3-94 about which the Branch Management was duly kept informed by him and he had also sent a letter dated 30-4-94 to the Branch Manager, informing him that his physical trouble of pain in back and in left leg had become highly intensified due to which he could not even sit for an hour at a stretch, and assuring the management that he would join the duties as soon as he recovered.

That subsequently, on being so required by management, the workman presented himself for medical examination before Bank's Medical Officer, Dr. K.D. Bhalla at Karol Bagh, New Delhi on 24-6-94, when the said Doctor examined the workman and though the workman had requested Dr. Bhalla to give to him his Report of Medical Examination to enable him to submit it to the Bank, but the Doctor neither gave him any report nor told him of the result of medical examination of workman and told the workman that he would send his report to the Bank directly.

That when the workman did not hear from the Bank after his medical examination by Dr. K.D. Bhalla on 24-6-94, he sent a letter dated 4-7-94 to the Regional Manager of the Bank at Bulandshehar, informing the Regional Office that he had appeared before the Medical Officer of the Bank, Dr. K.D. Bhalla on 24-6-94 for his medical examination, as directed by the Bank but had not received any communication from the Bank thereafter, nor had he been supplied with copy of the report of the said medical examination and that he was still far from recovery and while requesting that his leave may, therefore, be extended by three months he also requested in his above letter that his case for retransfer to Delhi may also be considered sympathetically in view of his ailment and deterioration in health.

That while the workman heard nothing from the Bank after his medical examination by the Bank's Medical Officer, Mr. K.D. Bhalla or after his letter dated 4-7-1994 as stated above, he subsequently, after more than three months since his medical examination by the Bank's Medical Officer on 24-6-1994, received a letter dated 28-9-1994 from Bank's Regional Manager, Bulandshehar, the contents of which will be referred to and commented upon at appropriate time.

That on receipt of Regional Manager's above letter dated 28-9-94, the workman submitted a reply dated 25-10-94 to regional manager of the Bank at Bulandshehar

That disregarding various communications sent by the workman, the Regional Manager, Bulandshehar in an arbitrary and illegal manner terminated the services of the workman by a letter dated 14-11-94 by treating/deeming the workman "to have voluntarily retired from the bank's service with immediate effect".

That aggrieved by the above arbitrary, mala fide, illegal and unjustified action of the management/ Regional

Manager, Bulandshehar, the workman sent to Regional Manager a letter dated 26-11-94 protesting against the said illegal action and demanding its withdrawal and his reinstatement in service.

The management filed written statement and it has been stated therein that the service conditions of bank employees are governed by various awards and bipartite settlements as amended from time to time. Para 17(a) of the Bipartite Settlement dated 10-4-89 provides as under :

6(a) When an employee absents himself from work for a period of 900 more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave-sanctioned originally/subsequently or when there is satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice stating inter alia, the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available.

Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee shall be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law of the rules of service. Further, para 19.16 of the Bipartite Settlement dated 19-10-96 provides as under :

Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If the employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where any notice, order, charge-sheet, intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as good service.

That the erstwhile New Bank of India was amalgamated with Punjab National Bank vide Govt. of India notification dated 4-9-93. In terms of the scheme of amalgamation, all the employees of erstwhile New Bank of India became the employees of Punjab National Bank. Consequent upon the said amalgamation, Shri Anil Kumar Gupta, Clerk/ Godown Keeper, who was posted at that time at B.O.:B.G. Road, Delhi, was transferred to Agra Zone of the bank. He was relieved on 5-11-1993 from the said Branch with instructions to report to Zonal Office, Agra, for further posting at a point of need in the Zone. Shri Gupta did not report for duties immediately and after an absence of 49 days he joined at Zonal Office, Agra, on 27-12-1993. On the same date, i.e. 27-12-1993, Zonal Office Agra allocated him to Regional Office, Bulandshahr, for posting at a point of need. After joining his duties at Regional Office, Bulandshahr, on 28-12-1993 he absented unauthorisedly from 30-12-93 to 27-1-1994 (29 days). During this period telegrams dated 3-1-1994, 12-1-1994 and 21-1-1994 were sent by Regional Office advising him to report for duties and treated him to have been absenting unauthorisedly. As a result of these telegrams, Shri Gupta reported at Regional Office on 28-1-1994 and submitted a letter dated 28-1-1994 stating that he remained on unauthorized absence and requested to treat the period of his absence as per rules and allow him to join duties. His period of absence was taken as unauthorized.

Consequent upon his joining at Regional Office, Bulandshahr, on 28-1-1994 itself he was advised immediately to report at Daulatpur Kalan where he stood posted permanently vide letter dated 28-1-1994. Shri Gupta did not report for his duties at the said branch upto 17-3-94 nor did he submit any information justifying his absence. However, he came to the branch on 18-3-1994 and joined his duties. He remained on duty upto 19-3-1994 and thereafter again absented without information with effect from 21-3-1994 (20th being a Sunday, the weekly off of the branch). The Branch Manager advised him vide telegram dated 24-3-1994 followed by registered letter dated 15-4-1994 to immediately report for duties. Shri Gupta vide his letter dated 30-4-94 acknowledged the telegram and the letter referred to above and informed that the cause of his absence is his illness which is so intensive that he cannot work for more than one hour at a stretch. No medical certificate or leave application was enclosed with the said letter. He was informed vide letter dated 30-5-1994 that he should get himself examined from the Chief Medical Officer, Dr. K. D. Bhalla, of the bank and submit his medical certificate in support of his illness.

Shri Gupta presented himself before Dr. Bhalla on 24-6-94 but did not submit any medical certificate, as advised. In the meantime, Dr. Bhalla vide his letter dated 30-6-94 informed the branch that on examination held on 24-6-94 Shri Gupta has been found medically fit to perform his duties in the bank. Bank opted to wait for some time to

give an opportunity to Shri Gupta to join his duties but finding that he has not come forward to either explain his absence/position, the bank was left with no alternative but to take action in accordance with the provisions of para 17(a) of the Bipartite Settlement dated 10-4-89.

Accordingly, a notice dated 28-9-94 was issued in terms of the above provisions giving Shri Gupta 30 days time to report for his duties and submit satisfactory reasons for his absence failing which he will be deemed to have voluntarily retired from bank's service on expiry of the said period of 30 days. Shri Gupta neither reported for duties nor responded towards the notice within the stipulated period; hence on expiry of 30 days time bank after having waited for 18 more days, treated him to have voluntarily retired from bank's service with effect from 14-11-94 an intimation to this effect was sent vide letter dated 14-11-94.

It may also be mentioned that the communications sent to Shri Gupta were sent by registered A/D post in accordance with the provisions of para 19.16 of the Bipartite Settlement dated 19-10-1966. He has not denied receipt of the same.

In view of the above position, it is abundantly clear that bank has acted in accordance with the provisions of Bipartite Settlements and no prejudice can be said to have been caused to Shri Gupta as he was given sufficient opportunity to join his duties.

It is reiterated that Shri Gupta admitted in his letter dated 30-4-94 that he received telegram dated 24-3-94 and letter dated 15-4-94 but could not reply and also did not take the permission to leave the station on 19-3-94. It was for the first time through his letter of 30-4-94 that he informed about his purported ailing health. It would be relevant to mention that bank did not remain silent towards his letter but responded and advised him vide letter dated 23/30-5-94 that he should get himself examined from the Chief Medical Officer at Delhi (address of the CMD was also stated in the reply) and submit his medical certificate in support of his contention.

Bank never received any such letter of 4-7-94 from Shri Gupta. Rather Bank received the information from the Chief Medical Officer vide letter dated 30-6-94 informing that Shri Gupta is medically fit to perform his duties. On receipt of the said report from the Chief Medical Officer bank awaited for the response of Shri Gupta but when it was observed that Shri Gupta has neither reported for duties nor has communicated with the bank, he was given final opportunity by way of notice dated 28-9-94 advising him that he should report for duties within 30 days time failing which he shall be deemed to have voluntarily retired from bank's service in terms of para 17(a) of Bipartite Settlement dated 10-4-89 it is denied that bank received any such letter of 4-7-94 reported to be sent by Shri Gupta.

No such communication was received by the bank. The bank in its notice had clearly stated that in case Shri Gupta fails to resume duties or fails to submit explanation within 30 days of the date of notice he will be deemed to have voluntarily retired from bank's service on expiry of the said period of 30 days. It would be pertinent to state that even after expiry of 30 days time, bank waited for 18 more days and thereafter only on 14-11-1994 took a decision to treat him to have voluntarily retired which intimation was also sent vide letter dated 14-11-1994.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was appointed as Clerk-cum-Godown Keeper in erstwhile New Bank of India, Delhi w.e.f. 1-9-1982. The New Bank of India merged with the PNB on 4-9-1993 as per the policy of New Bank of India. The workmen, staff of the bank could be transferred only within the State or Union territory but the management of PNB after merger transferred the workman within the Union Territory of Delhi to Bank Zonal Office, Agra (UP).

That the workman was already having precarious health at the time of his transfer from Delhi to Agra. His health further deteriorated on transfer from Zonal Office Agra to Bulandshahar. He was permitted to join on 28-11-1994 when he explained his reasons for his inability to attend office from 30-12-1993 to 27-1-1994 the workman was again transferred to Daulatpur Branch, rural branch on 28-1-1994 itself by the bank.

That the bank's Doctor examined him but did not give him any medical report. That the workman was suffering from backache and he was getting treatment from Clinic of Dr. N.C. Jain.

That the order of voluntary retirement dated 14-11-1994 of the workman is illegal and arbitrarily. He send letter to the bank regarding his illness on 26-10-1994 but the bank did not consider his letter and illegally and arbitrarily retired the workman.

It was submitted from the side of the management that the workman was transferred on 05-11-1993 from BO BG Branch on 05-11-1993 but he reported to Zonal Office, Agra after 49 days on 27-12-1993.

He absented again unauthorisedly from 30-12-1993 to 27-11-1994. Telegrams were sent to him for resuming duties. The workman resumed duty on 28-01-1994. The workman was advised to report for duty at Daulatpur on 28-01-1994. He did not report for duty up to 17-03-1994,

so the workman was unauthorisedly absent from 15-11-1993 to 27-12-1993. He was again absent from 30-12-1993 to 27-11-1994 and from 28-01-1994 to 17-03-1994 and from 24-03-1994 to 15-04-1994 and on 30-05-1994 he was examined by Doctor Bhalla, Bank's CMO and was found fit but he remained unauthorisedly absent.

It was further submitted that a letter dated 28-09-1994 was issued in terms of Clause 17 BPS giving 30 days notice for joining or explaining the reasons for his absence but the workman did not send any reply, so he was voluntarily retired on 14-11-1994.

The workman's submission is that he submitted reply to the letter dated 28-09-1994. The workman has filed photocopy Annexures WW1/3, a letter sent under postal certificate. He has not filed the original receipt of letter under postal certificate. He has filed only photocopy. The management has denied the receipt of this letter. It was the duty of the workman to produce the original UPC receipt when it has been denied but the original has not been filed, so this document is not admissible in evidence. The workman has not given any explanation in this letter along with medical certificate. If he was ill it was his duty to annex medical certificate along with this letter but there is no mention of any medical certificate in this letter, so it cannot be said that the workman gave satisfactory explanation regarding his prolonged absence.

It becomes quite obvious from perusal of the record that the workman was transferred to Agra Zone on 05-11-1993 thereafter, he has remained absent three times unauthorisedly and he has worked only for hardly a month in between 05-11-1993 to 14-11-1994. The certificate filed by the workman only contains prescription of 2-3 medicines. The Dr. examined him and he has submitted his report that the workman is fit to resume his duties.

It was submitted from the side of the workman that the bank has not followed the principles of natural justice and no inquiry has been held. Inquiry is not necessary for invoking clause 17 of the BPS.

The workman was not so seriously ill that he could not move. He should have approached the bank when he was served notice on 28-11-1994 for submitting explanation or reported for duty. He could have reported for duty as there is no certificate that he was not in a position to move. He was suffering from backache only and he could have easily concerned the branch and reported for duty and could have submitted his explanation along with medical certificate but the workman has purportedly sent explanation by UPC. He has not filed the original receipt of UPC.

In the circumstances, it is held that the workman did not response to the letter dated 28-11-1994 and the bank has rightly treated him voluntarily retired from duty.

It has been held in 2001 1 CLR 468 by the Hon'ble Apex Court as under :—

"Termination of service was validly effected in view of the BPS and High Court erred in quashing termination."

It has been further held in the case of D.K. Yadav V. JMA Industries 1993 II CLR 116 (SC) as under :—

"While allowing the impugned appeal and setting aside award of the Tribunal and judgments of the High Court is held that undue reliance on the principles of natural justice by the Tribunal and even by the High Court has certainly led to the miscarriage of justice as far as the bank is concerned that bank has followed the requirements of clause 16 of the BPS wherein the principles of natural justice are in-built and that the bank rightly held that Dayananda had voluntarily retired from the service of the bank."

It has been held in 2001 I LLJ as under :—

"Termination of Services— Employee of Bank— for unauthorized absence from duty— Employee defaulted in not offering explanation for unauthorized absence from duty nor placed any material to prove he reported for duty within 30 days of notice as required in terms of Bipartite Settlement High Court proceeded on erroneous basis of non compliance with principles of natural justice. There was agreement between parties as to manner in which situation should be dealt with and consequences that would follow — High Court's order set aside."

The management has given 30 days notice after his 90 days absence. He did not turn up. The workman allegedly sent letter under certificate of posting. No medical certificate is attached to it. The management has denied the receipt of this letter. In case the receipt of this letter is presumed to be admitted, this letter does not disclose any sufficient reason for such long absence. The Bank's Doctor examined him and found him fit. His illness was backache. It was not so acute to prevent him from joining duty. The workman deliberately did not report to duty as he was transferred to rural branch. He was directed to report to duty or to explain. He did not report for duty. His explanation is not justified. The management has rightly treated the workman as voluntary retired.

The reference is replied thus :—

The action of the management of Punjab National Bank in terminating the services of Shri Anil Kumar Gupta ex-clerk-cum-Godown Keeper w.e.f. 14-11-94 by treating him voluntary retired is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

R. N. RAI, Presiding Officer

Date: 13-05-2008

नई दिल्ली, 22 मई, 2008

क्र. आ. 1390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक

के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 17/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2008 को प्राप्त हुआ था।

[सं. एल-12011/186/2001-आई.आर.(बी- II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank, and their workman, received by the Central Government on 21-5-2008.

[No. L-12011/186/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated: 9th May, 2008

PRESENT

SHRI A. R. SIDDIQUI,
PRESIDING OFFICER

C.R. No. 17/2002

IPARTY

The General Secretary,
Vijaya Bank Workers Organisation,
37/1, 1st floor, Car Street,
Ulsoor, BANGALORE.

Versus

II PARTY

The Regional Manager,
Vijaya Bank, Head Office,
Trinity Circle,
BANGALORE

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No.L-12011/186/2001-IR(B-II) dated 12th March, 2002 for adjudication on the following Schedule:

SCHEDULE

"Whether the management of Vijaya Bank is justified in dismissing Shri Francis Pius, Clerk vide order dated 5-03-1998 from service? If not, what relief the workman is entitled to and from which date?"

2. A charge sheet dated 19-03-1997, came to be issued against the first party leveling about 4 charges of

misconduct committed by him (details are given in the charge sheet). The explanation offered by the first party not getting favour with the Disciplinary Authority to the aforesaid charge sheet, a Domestic Enquiry was ordered and conducted against him and on the conclusion of the enquiry, findings were submitted by the enquiry officer holding him guilty of the aforesaid four charges. Thereupon, he was sent with a second show cause notice with the findings of the enquiry officer proposing the punishment of dismissal and after giving him the opportunity of personal hearing, proposed punishment was confirmed dismissing him from service. The first party raised the dispute with the conciliation officer concerned and that resulted into the present proceedings.

3. The first party by way of his claim statement before this tribunal challenged validity and fairness or otherwise of the enquiry proceedings as well as challenged the enquiry findings as not based upon sufficient and legal evidence. He also challenged the dismissal order as unjust and illegal and requested this tribunal to pass an award setting aside the dismissal order and then to direct the management to reinstate him in service with all back wages, continuity of service and other consequential benefits.

4. The management by its counter statement however, asserted that the enquiry proceedings were conducted in accordance with the principles of natural justice giving the first party sufficient opportunity to defend himself by taking the assistance one Mr. Krishnappa, Clerk and the Regional Secretary of VBWO, who effectively cross examined both the management witnesses and submitted his written briefs. The management also contended that the findings of the enquiry officer are very much based upon sufficient and legal evidence in the statement of the two management witnesses namely MW1 and MW2 and the 19 documents produced alongwith the Investigation Report at Ex. MEX.1 and also the very confession statement of the first party and the fact that the first party has reimbursed and repaid the amount he misappropriated, therefore, according to the management enquiry findings were valid and punishment of dismissal passed against the first party was just and legal.

5. Keeping in view the respective contentions of the parties, this tribunal on 29-04-2004 framed the following Preliminary Issue :

“Whether DE conducted against the first party by the second party is fair and proper” ?

6. During the course of trial of the said issue, the management examined the enquiry officer by filing affidavit evidence and got marked 4 documents at Ex. M1 to M4 including the charge sheet, proceedings of enquiry and the enquiry findings. As against this, the first party also filed the affidavit evidence and it is after hearing the learned counsels for the respective parties, this tribunal by order dated 25-09-2006 answered the above said preliminary issue in favour of the management recording a finding that

the enquiry conducted against the first party by the management is fair and proper. Thereupon, the matter was taken up for hearing on merits and learned counsel for the first party submitted his written arguments challenging the findings of the enquiry officer as well as the impugned punishment order.

7. Whereas, learned counsel for the management supported the findings of the enquiry officer contending that they were based on sufficient and legal evidence not to be interfered at the hands of this tribunal.

8. After having gone through the records, I do not find much substance in the written arguments filed on behalf of the first party. By way of the said written arguments learned counsel attacked the findings of the enquiry officer firstly, on the ground that the learned enquiry officer committed illegality as he mainly relied upon the statement of the Investigation Officer, MW1 and his investigation report at Ex. MEX. 1 annexed with various enclosures. He contended that none of the borrowers whose amount said to have been misappropriated by the first party by not crediting the same to their accounts, has been examined during the course of enquiry and therefore, the statement given by those borrowers before the Investigation Officer should not have been relied upon, they not being subjected to cross examination of the first party. He nextly contended that the alleged confession statement said to have been made by the first party on 15th August, 1997 was not to be acted upon as 15th August happened to be a holiday and therefore, legal sanctity cannot be attached to his statement recorded during the holiday. He submitted that charge against the first party was also were vague not disclosing as on what dates he received the payments from the borrowers towards the loan amount and on what dates he failed to credit those amounts as relevant ledgers and documents were not produced by the management. After having gone through the enquiry findings and so also the oral and documentary evidence produced by the management during the course of enquiry, I do not find substance in the aforesaid arguments advanced for the first party. In order to appreciate the aforesaid contentions raised on behalf of the first party, it appears to me worthwhile to bring on record the very findings of the enquiry officer on the aforesaid four charges of misconduct levelled against the first party running as under :

“The findings of the E.O. after careful study of the documents produced and hearing both the sides and examination of the evidences/witness are as follows vis.-a- vis the charges levelled against Mr. K. Francis Pius, Clerk, Code No.11585 the CSE :

- (i) It is not disputed and is proved from the verification of the Attendance Register maintained in the Branch that Mr. K. Francis Pius was working as Clerk in Vijaya Bank, Kowdle Branch from 17-7-1993 to 17-07-1996. As revealed in the branch records

and also as testified by MW1 and MW2 supported by MEX.1, it is proved that Mr. K. Francis Pius the CSE was usually working in Kowdle Branch as Agricultural Assistant and some days as Cashier at the branch during the period from 1-08-1994 to 17-07-1996.

- (ii) The duties and responsibilities of the Agricultural Assistant were defined in RO letter (Annexure 1 of MEX. 1).
- (iii) From Annexure 2 to MEX. 1 which is duly identified by MW1 it is evident that Mr. K. Francis Pius was issued VGVK. Receipt book containing 50 Receipt forms bearing No. 042001 to 04250 on 10-09-1995.
- (iv) From Annexure 6 of MEX. 1 it is proved that Mr. K. Francis Pius had collected the following amount by issuing cash receipts to the borrowers :

Receipt No.	Date	Amount	Name of the borrower
042034	9-5-96	300	K. Chikkegowda
042035	9-5-96	300	Bhadramma
042036	9-5-96	1000	Manchamma
042037	9-5-96	500	Kadaiah
042038	9-5-96	100	Chikkathayamma
042039	9-5-96	50	Renuka
042040	9-5-96	100	Kempa Boraiah
042041	9-5-96	10	Puttamma
042042	Not dated	200	Kempamma
042043	Not dated	150	Mahalingamma
042044	Not dated	800 ¹	Dasaiah

Annexure 10 to MEX. 1 produced by the P.O. duly identified by MW1 also confirm the above collection by the CSE.

- (v) MW1 and MW2 in their deposition have confirmed the non-crediting of the amount collected by the CSE as shown at (iv) above. The branch records and documents such as Annexure 18 to MEX.1 and Annexure 20 to MEX. 1 also confirm such non-credit. MW1 and MW2 in their deposition have also testified to the said fact. Perusal of Annexure 20 to MEX. 1 also confirms this. The CSE has also paid part of the amount as per Annexure 13 to MEX.1 on 17-08-1996 (after the investigation). Further, Shri K. Francis Pius in his letter dated 15-08-1996 which was produced as Annexure 11 to MEX.1 and duly identified by MW1 has admitted the fact of having collected such amounts and having used the same for his personal use instead of crediting them to the

respective loan accounts in the bank. His paying part of the amount after the investigation as stated above is a clear indication of his admitting such use. The CSE in his subsequent letter dated 13-12-1996 though had denied the charges and has alleged that his earlier statement was obtained in RO by force it cannot be relied upon as during the course of the enquiry no such unfair methods used by RO or any other official of the bank has come to light has been proved. Hence the enquiry officer concludes that charge No.1 at Page No. 2 of the charge sheet referred to above issued to the CSE has been clearly proved.

- vi) As per Annexure 7 to MEX. 1 produced by the PO and duly identified by MW1 and confirmed in his deposition by MW 2 Mr. K. Francis Pius did collect the following amount in the Kowdle branch of Vijaya Bank,

Date	Amount	Borrower
Not mentioned	150	Mhalingamma
15-06-1996	200	Padma
18-06-1996	2000	Thimmamma
Not mentioned	250	SLIRDP Account 2/86 (Name not mentioned)
Not mentioned	900	Kamalamma

It could be clearly seen that these counterfoils were not signed by any officers or the Branch Manager and MW1 and MW2 have stated that these monies collected were not credited to the respective loan accounts (also refer to Annexure 20 of MEX. 1).

From Annexures 6 and 7 to MEX. 1 which were duly identified by MW1 it cannot be seen that receipts/counterfoils issued to the borrowers by the CSE were not dated.

As per the deposition of MW1 the CSE had retained the original cash receipts/vouchers with him along with the money collected. MW2 also had confirmed the same. This shows the ulterior motive of the CSE which would beyond all doubt support charge No. 2 of the charge sheet referred to above. Accordingly, the enquiry officer concludes that charge No. 2 of the charge sheet at page No. 2 of the said charge sheet stands proved.

- (vii) In the aforesaid paragraphs it has been clearly proved that the CSE had collected Loan instalments from the borrowers by issuing receipts/unauthorized counterfoils and failed to credit the same to the Bank and he also

failed to produce the originals of the vouchers and the third copies of the receipts issued by him. In MEX. 1 produced by the PO and duly identified by MW1 who has also confirmed the contents of the said documents while deposing during the enquiry. This has been clearly brought out in point No. 4 at Page No. 4 of the Investigation Report. Considering the circumstances of the case the statement of the CSE in Annexure 9 of the MEX. 1 cannot be taken as true and the EO has every reason to agree with the Investigating Officer (later deposed as MW1 also) that a genuine suspicion arises as whether these unused receipts were being misused by the CSE for his personal advantage. Hence, the EO considers that charge No. 3 at Page No. 2 of the said charge sheet also stands proved.

- (viii) From Annexure No. 8 of the MEX. 1 which are produced by PO duly identified by MW1, it could be seen that certain entries in the case of following borrowers in their pass books are altered or are fictitious : (1) Smt. Thimmamma, (2) Smt. Mahalingamma, (3) Smt. Sumithamma, (4) Smt. Padma and (5) Smt. Kempamma. In MEX1 page No. 3 it has been stated by the Investigating official (who also testified as MW1) that the CSE had made the said entries. This has been confirmed by MW1 at Page No. 5 of the Enquiry Proceedings. He has clearly stated that there were many corrections/over writings and the entries were not tallying with the branch records maintained meaning to say that there were no actual credits to the loan accounts. MW2 in his deposition stated that Page No. 9 of the enquiry proceedings that these alterations were not duly authenticated by authorized officers. Since the CSE is confirmed to have made such alterations/entries his intention becomes questionable and hence the EO concludes that charge No. 4 at page No. 3 of the said charge sheet also is clearly proved.
- (ix) Neither the CSE nor the DR produced any documents/witness in their defence. The points raised by the learned DR during cross examination do not appear to give much strength to the defence.
- (x) Considering the above points the enquiry officer comes to a conclusion that all charges framed against Mr. K. Francis Pius, Clerk code No. 11585 vide charge sheet dated 29-3-1997 stand proved in the domestic enquiry conducted as above.

9. Therefore, on going through the aforesaid findings, it becomes very difficult to appreciate the arguments advanced for the first party to say that they are not based upon sufficient and legal evidence. As could be read from the findings, learned enquiry officer on each of the said four charges had discussed at length the oral and documentary evidence with reference to the charges of misconduct levelled against the first party. Learned enquiry officer not only brought on record the evidence produced by the management but also discussed threadbare the various enclosures & annexures to the Investigation Report at Ex. MEX. 1 along with the oral testimony of the Investigation Officer MW1 and the then bank manager MW2. From the reasonings given by the enquiry officer, it cannot be said that there was no sufficient and legal evidence or that there was no proper appreciation of the evidence by the enquiry officer. Merely, because the various borrowers and customers of the bank who had paid the amount into the hands of the first party which in turn were not deposited with their accounts with the bank by the first party were not examined during the course of enquiry, it cannot be said that the statement of MW1, the Investigation Officer who infact recorded those statements during the course of investigation was an hearsay evidence or that it was not worth credence. As could be read from his statement and the Investigation Report he had not only recorded the statement of those borrowers but had cross checked them with the documents maintained by the bank in the usual course of his business. There was again no substance in the arguments advanced for the first party that the statement of the first party having been recorded on holiday wherein, he admitted the charges of misconduct levelled against him ought not have been acted is again devoid of any substance. The above said statement has been recorded by the Investigation Officer during the course of Investigation and there is no legal obstacle not to record such a statement on a particular holiday. Therefore, when the first party himself admitted the charges of misconduct levelled against him and as could be read from the aforesaid findings, he reimbursed the substantial part of the amount misappropriated by him, now he cannot be allowed to turn around and to contend that he did not make such a statement on that statement on that and he did not make good of the amount misappropriated by him. Infact in the aforesaid written arguments learned counsel for the first party did not challenged the fact that the first party had reimbursed the major portion of the amount misappropriated by him. Therefore, in the light of the above, it can be safely concluded that the aforesaid four charges of misconduct levelled against the first party have been proved by sufficient and legal evidence and that the findings of the enquiry officer are also supported by valid and cogent reasonings based on the aforesaid evidence. Therefore, by no stretch of imagination it can be said that the finding suffered from perversity.

10. Now, coming to the question of quantum of the punishment. Learned counsel for the first party submitted that the first party had rendered unblemished service right from the year 1982, when he was served with a charge sheet in question and then was removed from service in the year 1998. Therefore, having regard to the fact that there has been no case serious misconduct or any kind of misconduct being committed by the first party in this whole tenure of service and that the charge sheet in question was the first in his period of service and so also taking into consideration the nature of the misconduct levelled against him, it appears to me that the ends of justice would have been served, if the management has got rid of the services of the first party by just retiring him compulsorily from service there by enabling him to get his terminal benefits for the services he rendered with the management. Hence the following award :

AWARD

The dismissal order passed against the first party is hereby modified and replaced by the punishment of his retirement from services compulsorily with effect from the date of the impugned punishment order. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 9th May, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1391—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 26/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/20/2005-आई आर (बी-II)].

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 26/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workman, received by the Central Government on 21-5-2008.

[No. L-12012/20/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 5th May, 2008

Present

Shri A. R. SIDDIQUI, PRESIDING OFFICER

C. R. No. 26/2006

I PARTY

Shri B. Kumar,
'Sri Ganesh',
Near S. P. Office, Bannanje,
Udupi- 576101
Karnataka State

II PARTY

The Chairman-cum
Managing Director,
Corporation Bank,
Head Office,
Mangalore,
Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause 1) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No. L-12012/20/2005-IR (B-II) dated 26th May, 2005 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of the management of Corporation Bank in discharging the services of Shri B. Kumar w.e.f. 27-3-2004 as punishment is legal and justified? If not what relief is the workman entitled?"

2. A charge sheet dated 11-11-2003 came to be served upon the first party in the following terms :-

Charge Sheet

"That prior to your appointment as Probationary Peon you were working as Temporary Peon at the Branch during the leave vacancy of other sub-staffs of the branch. That during the month of January 2003 you approached Srikrishna Industrial Cooperative Society. Ltd., Old Post Office Road, Udupi for certain credit facilities. That with a fraudulent intention, to facilitate the said cooperative society to favourably consider your proposal, you made out and submitted the following:

- Forged pay slip for the month of August, 2001 showing a net salary payment of Rs. 3,982.70.
- Forged authorization letter dated 16-1-2003 undertaking to remit a monthly sum of Rs. 850.00 to the Cooperative Society.
- Standing instruction form containing forged signature of the officials of the Bank purported to be dated as 5-10-2001.

That the fabricated pay slip and other two documents were submitted by you to the said Cooperative Society, by

affixing the bank's stamp and signing the same on behalf of the authorized official of the bank. That based on the said fabricated documents, the cooperative society on 22-1-2003 sanctioned and released a loan of Rs. 15,000 to you by taking the co-obligation of two other persons. That by your aforesaid acts you exposed the bank to risk and other consequences in the matter.

That since 26-02-2003 you were working at the branch attached to cash and clearing till you were placed under suspension on 06-09-2003. That on several occasions, the Chief Manager of the branch received oral complaints from customers and local banks regarding shortages/differences in cash packets issued by the branch. That in order to clear the doubts and to ensure the correctness of the cash contained in the packets held in the double lock, on 21-8-2003 the entire cash held at the branch was recounted and during the course it was found that in two cash packets of Rs. 100/- denomination there was a shortage of Rs. 10 and 13 pieces respectively amount aggregating to Rs. 2,300. That immediately the said cash shortage of Rs. 2,300 was reimbursed by the joint custodian on the same day.

That you were on leave on 21-08-2003. That on 22-08-2003 when the Chief Manager enquired with you about the cash shortage noticed in the cash packets, you initially denied your involvement, but subsequently you accepted and agreed to reimburse the amount of Rs. 2,300 on the salary day. That accordingly on 28-08-2003 you repaid the amount of Rs. 2,300 to the chief Manager who in turn returned the amount to the joint custodians. That your acceptance and reimbursement of the amount of Rs. 2,300 to the bank leads us to allege against you that with a fraudulent intention to derive pecuniary gain you had misappropriated the bank's money.

That on 05-09-2003 between 10.30 AM and 10.45 AM you requested and took from Smt. Vijayalakshmi R. Rao, one of the cashiers of the branch, one tray containing two cash packets of currency notes. That while returning the cash to Smt. Vijaya Lakshmi R. Rao with a fraudulent intention you retained one cash packet of Rs. 100/- denomination amounting to Rs. 10,000 and returned other cash packet of Rs. 50. That immediately the Chief Manager of the branch called you to his cabin and after thorough questioning, you admitted having retained the cash packet of Rs. 100 denomination amounting to Rs. 10,000. That out of the Rs. 10,000 you had remitted Rs. 2,000 to your Savings Bank Account No. 17237 maintained at the branch and the said amount was adjusted for passing of cheque received in clearing. That you returned an amount of Rs. 8000 to the Chief Manager and after some time you went out and brought the remaining amount of Rs. 2,000 and handed over the same to the Chief Manager. That thus with the fraudulent intention of deriving undue pecuniary gain for yourselves, you removed the cash

of Rs. 10,000/- and temporarily misappropriated bank's money.

Your aforesaid acts and omissions on your part if proved, would tantamount to doing acts prejudicial to the interest of the bank gross misconduct under clause 5(j) of the Memorandum of Settlement on Disciplinary Procedure dated 10-4-2002 applicable to you besides doing acts involving moral turpitude."

3. The explanation offered by the first party to the charge sheet not being found satisfactory, a DE was ordered and on the completion of the enquiry proceedings, enquiry findings were submitted by the enquiry officer holding the first party guilty of the aforesaid charges and based on those findings and also furnishing opportunity of personal hearing to the first party, impugned punishment order discharging him from service was passed. His appeal against the order passed by the Disciplinary Authority before the Appellate Authority came to be dismissed resulting into the conciliation proceedings and then resulting into the present reference proceedings.

4. The first party, by way of his claim statement while narrating the allegations made in the charge sheet and what transpired during the course of investigation done by the Investigation Officer in the matter further referred to the enquiry proceedings and what transpired during the course of enquiry proceedings. He, then contended that the enquiry officer wrongly relied upon the statement of the witnesses made during the course of investigation and therefore, he was denied an opportunity of cross examining those witnesses who were not examined during the course of enquiry. He contended that denial of the said opportunity amounts to violation of principles of natural justice and therefore, recording of the evidence by the enquiry officer itself was illegal contrary to law causing prejudice to the case of the first party. At Para 9 of the Claim Statement, the first party took up the contention that during the course of enquiry on 5-2-2004 the enquiry officer had put him certain questions and it is on 4-3-2004 he submitted his report holding him guilty of the charges which report is illegal, perverse not based on evidence. He contended that the enquiry officer has not considered the written brief submitted by him. He contended that on the receipt of the enquiry report, the disciplinary authority ought to have issued notice on the findings of the enquiry officer to show cause as to why the same shall not be accepted. Under the Bipartite Settlement the first party was also entitled for notice on proposed penalty. Therefore, the procedure adopted by the Disciplinary Authority proposing the punishment of dismissal by letter dated 9-3-2004 without giving him an opportunity to make comments on findings of the enquiry officer is illegal and contrary to law. In the result, findings are perverse and the impugned punishment order is illegal. He contended that the Disciplinary Authority initially based on the findings of the enquiry officer had punished him dismissing him from service and

in the appeal filed by first party the punishment of dismissal was modified discharging him from service. He contended that he belongs to a weaker section of the society for the reasons best known to the superiors. Therefore, he requested this tribunal to pass an award with all consequential benefits by answering the reference in his favour.

5. The management, apart from repeating the various allegations made in the charge sheet, at Paras 3 & 4 of the counter statement contended that the first party had joined its services as a probationary Peon on 26-2-2003 at Udupi branch. He was working as a temporary peon and it is on account of vacancy occurred his services were confirmed as regular peon of the branch. It is during the course of his service, he committed serious fraudulent acts giving rise to the investigation into the matter and then giving rise to the aforesaid charge sheet issued against him. At Para 12 of the Counter Statement, the management contended that the explanation offered by the first party to the charge sheet issued to him was not found favour by the Disciplinary Authority, a domestic enquiry was conducted in the matter during which enquiry the first party was given sufficient opportunity to defend himself. He infact taking the assistance of one Shri K. Shivanna as his DR, attended and participated in the proceedings throughout. Thereupon the enquiry findings were submitted and it is based on those findings impugned punishment order dismissing him from service was passed by the Disciplinary Authority after affording him opportunity of personal hearing. In the appeal punishment of dismissal was replaced by the punishment of discharging him from service. Therefore, the management contended that fair and reasonable opportunity was given to the first party to defend himself in the enquiry and it is based on the findings of the enquiry officer, in turn supported by sufficient and legal evidence, the impugned punishment order was passed and therefore, it was just and legal not to be interfered at the hands of this tribunal. The management also contended that keeping in view the gravity of the misconduct committed by the first party by no stretch of imagination it can be said that there was any illegality committed by the Disciplinary Authority. Therefore, the management requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 10-02-2006 framed the following preliminary issue :

“ Whether the DE conducted against the first party by the second party is fair and proper?”

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked in all 19 documents at EX.M1 to M19. Opportunity was given to the first party to lead evidence on his behalf but was not availed by him. Thereupon, after

having heard the learned counsels on the above said issue on 4-01-2007 it was answered in favour of the management recording a finding to the effect that the DE conducted against the first party by the second party is fair and proper. Thereupon, I have heard the learned counsels for the respective parties on merits of the case and posted the matter this day for award.

8. Learned, counsel for the management, while, supporting the findings of the enquiry officer as based upon sufficient and legal, oral and documentary evidence further submitted that the first party was still in probationary period when committed serious misconduct of misappropriation of the funds of the bank as well as other fraudulent acts and therefore, was legally and justly punished by the Disciplinary dismissing him from service. However, the Appellate Authority took a lenient view discharging him from service and therefore the first party deserves no more leniency or sympathetic view from this tribunal and his reference is liable to be rejected. Learned counsel also took the court through the documentary as well as the oral evidence suggesting that the charges of misconduct against the first party, not only have been proved by evidence on record but also stand proved for the simple reason that the first party reimbursed and paid back the entire amount of misappropriation done by him. Therefore, by no stretch of imagination it can be said that findings suffered from perversity.

9. Whereas, the learned counsel for the first party argued that the investigation against the first party for the alleged misdeeds committed by him had taken place after a long delay on some complaint filed against him therefore, the evidence by way of documents as well as oral produced during the course of enquiry was created for the purpose of enquiry just to victimize. He after contended that the evidence relied upon by the enquiry officer was not sufficient and legal to connect the first party with the guilt. He submitted that the first party being a member of weaker section of the society and working just as a Class IV official ought to have been given one more opportunity to reform himself, if at all the alleged misconduct was taken to be proved in the light of the evidence brought on record.

10. On going through the record more particularly, the findings of the enquiry officer and the oral and documentary evidence brought on record during the course of enquiry I find substance in the arguments advanced for the management that the charges of misconduct as such have been proved against the first party beyond any shadow of doubt.

11. In the light of the finding recorded by this tribunal on the point of DE holding, it to be fair and proper, the only two important questions which emerge for consideration were --

(i) Whether the findings suffered from perversity, and if not.

(ii) The punishment imposed upon the first party by way of discharge from service is proportionate to the gravity of the misconduct committed by him.

12. As noted above, the perusal of the enquiry findings would make it abundantly clear that there was sufficient and legal oral as well as documentary evidence pressed into service on behalf of the management to substantiate the charges of misconduct levelled against the first party. As could be read from the findings, the learned enquiry officer based on the allegations made in the charge sheet raised three issues for the purpose of determination as under :—

Issue No. A :

The allegations under this issue are that the CSO with a fraudulent intention to facilitate Srikrishna Industrial Co-operative Society Ltd., to favourably consider his loan proposal, had forged the pay slip for the month of August 2001, forged authorization letter dated 16-01-2003 and signature of the branch official in the standing instruction form. No contentions have been urged by the DR in his written brief. During his questioning, the CSO has stated that he had availed the loan from the society, but denied that he had submitted any fabricated documents to that society.

Issue No. B :

The allegations under this issue are that on several occasions the Chief Manager of Udupi branch had received complaints regarding shortage/difference in cash packets issued by the branch; that on 21-8-2002 after verifying the cash, there was a shortage of Rs. 2300 which was reimbursed on the same day by the joint custodians; that on 22-8-2003 when the Chief Manager enquired with the CSO, the CSO initially denied his involvement, but subsequently accepted his involvement and agreed to reimburse the amount on the salary day; that accordingly on 28-8-2003, the CSO repaid Rs. 2300 to the Chief Manager which he returned to the joint custodians. The DR has not urged any contentions regarding this part of the charge. During his questioning the CSO has stated that he was not responsible for the shortage that the Chief Manager told that if he does not reimburse the matter will be reported to the police and press and that he will dismiss him from the bank and that he was forced to accept that he was responsible for the shortage.

Issue No. C :

The allegation under this issue is that with a fraudulent intention of deriving undue pecuniary gain for himself, the CSO temporarily misappropriated Rs. 10000. It has been contended by the DR that MW1 does not know how many receipts and vice versa payments were made and that she has not given the details of other incidents of cash shortage. It has been further contended by the DR that the other joint custodian Shri Shekar Naika has not

been examined and that he was the best witness to unfold the truth. With regard to MW3, the DR has stated that at the instance of the Chief Manager, he got the statements from the staff under threat and that the statement of the CSO was recorded under threat, force and coercion and as such the same cannot be taken into consideration. The DR has lastly contended that the CSO has been made a scapegoat.

13. He discussed in detail the evidence clinching each of the said issues referring to the oral testimony of the witness relevant and concerned as well as the documentary evidence brought on record. While discussing the statement of MW3, the Investigation Officer after taking into account the various documents namely, Ex. M1 and Ex. M12 to 17, giving cogent reasons, recorded the findings on the first issue to the effect that the first party furnished fabricated documents to the society in question for availing loan and therefore was guilty of the said charge of fraudulent acts committed by him. Then, the learned enquiry officer took up the issue as to whether the first party misappropriated a sum of Rs. 2300 and subsequently on 28-08-2003 reimbursed the same. Here, again the learned enquiry officer dwelt at length upon the oral and documentary evidence more particularly, the oral testimony of MW2, the then, one of the joint custodian of the cash packets in question which came to be handled by the first party as a Peon for the purpose of making bundles and putting flaps and twining them. Before the enquiry officers he stood firm with the contents of Ex. M8, the statement he made before the Investigation Officer. Therefore, having discussed the oral testimony of the said material witness in whose presence and in whose cabin the first party was handed over the aforesaid amount packets for the aforesaid purpose, the learned enquiry officer rightly came to the conclusion that the first party did misappropriate the aforesaid fund of Rs. 23001 in discharging his duties as a Peon. The 3rd issue against the first party raised by the enquiry officer was of misappropriating the fund of Rs. 10,000. While relying upon the oral testimony as well as the relevant document produced, the learned enquiry officer also took into consideration the statement of the first party himself made by way of confession admitting the fact of his misconduct committed by way of misappropriation of the funds to the tune of Rs. 10,000 in the manner indicated therein. The learned enquiry officer discussed at length the relevant statement of MW1 who was the receipt Cashier when the amount in question came to be found missing at the time of closing the balance. In no uncertain terms she stated that she closed the cash and tallied the cash received and she wrote statement at Ex. M24 putting the current account number on the reverse of the note marked as EX. M23 as she had the practice of writing the account number on the reverse for the purpose of identification. The learned enquiry officer observed that

MW1 has clearly deposed that she has the practice of writing the account numbers for the purpose of identification and because of the said practice she is able to find out immediately as to the shortage of cash tendered by M/s. Kalasanka Girija Silks. He also observed that MW1 has given two cogent reasons as to why she had closed the Tellers Cash Book and in Ex. M25 she has written that the cash was tallied at 10.45 AM and it was found that Rs. 10,000 was short and the matter reported to CM (Chief Manager) immediately. The learned enquiry officer also took into account the fact that the first party remitted the cash of Rs. 10,000 with the Chief Manager along with payment made under Ex. M27. He noted that MW1 has been consistent in her deposition and narrated the incident in answer to question No. 27 during her cross examination. The enquiry officer also discussed the evidence of MW2, the officer of the said branch wherein she stated that the first party returned the bundle of Rs. 100 notes in the Chief Manager's cabin and that there was a shortage of 20 notes in the bundle which was also replaced by the first party after some time. She also stated that she verified the cash bundles regarding the shortage of Rs. 10,000 and that the first party reimbursed the shortage of cash of Rs. 10,000 by giving cash to the Chief Manager. The statement of MW4 was also referred in this context who spoke to the fact that amounts of Rs. 8,000 and Rs. 2,000 were given to him by the first party to be handed over to the cash officer and the cashier. In his cross examination he stated that Rs. 2000 was credited to the SB account of the first party and remaining Rs. 8000 was handed over to the cash officer. Therefore, relying upon the aforesaid oral as well as documentary evidence and the very fact of reimbursement of the misappropriated amount by the first party, in my opinion, the learned enquiry officer rightly recorded his finding on the above said issues as well holding the first party guilty of the said charge. In the result, as argued for the management the enquiry findings by no stretch of imagination can be said to be suffering from perversity. It is neither the case of 'no evidence' nor the case of 'insufficient evidence' nor it can be said to be a case where the enquiry officer did not properly scrutinize and analyse the oral and documentary evidence brought on record during the course of enquiry. Infact, during the course of argument the learned counsel for the first party did not raise or highlights any legal or factual infirmities so as to assail the findings of the enquiry officer. In the result, it is to be held that charges of misconduct levelled against the first party are very much proved by sufficient and legal evidence and therefore, the findings do not suffer from any perversity.

14. Now, coming to the question of proportionality of the impugned punishment order. Of course, having regard to the serious misconduct committed by the first party it is very difficult to dislodge the arguments advanced for the management that punishment of discharge from service is very much proportionate to the gravity of the

misconduct committed by the first party. However, keeping in view the fact that the first party was in to the service of the management bank as a temporary peon earlier to his being appointed as a regular peon and that there was no bad past record of his services and that appears to be the reason that he was appointed on permanent basis. Therefore, as submitted by the learned counsel for the first party, the first party deserves some sympathy and lenient view by giving him one more opportunity to serve the management so as to reform himself in the days to come. Therefore, having regard to the fact that the first party was just working as a Class-IV, coming from a weaker section of the society and was still in the probationary period, it appears to me that the ends of justice will be met, if we give one more opportunity to reform himself, inducting him in the service of the management as a fresh candidate on probation to be deemed fit by the management. Hence the following award:

AWARD

The management is directed to reinstate the first party into its services as a Peon and as a fresh candidate putting him on fresh probation as it to be deemed fit. The first party shall not be entitled to any benefits such as continuity of service, back wages etc. He shall be considered as a fresh candidate for all the purposes.

(Dictated to PA transcribed by her corrected and signed by me on 5th May, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का.आ. 1392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में निरीक्षणों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 55/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-08 को प्राप्त हुआ था।

[सं. एल-12012/47/94-आईआर (बी-1)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1392.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 55/1994) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 21-5-2008.

[No. L-12012/47/94-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N. RAJ I.D. No. 55/1994

IN THE MATTER OF

Shri Pawan Gupta
S/o Shri Ram Kanwar Gupta
R/o 2 Upper Anand Parbat,
New Delhi-110005.

Versus

The Regional Manager,
Punjab National Bank,
F-14, Competent House,
Connaught Place,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12012/47/94-IR(B-II) dated 11-5-1994 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Punjab National Bank, New Delhi in removing Shri Pawan Kumar Gupta, Clerk-cum-Typist from service by way of treating him as having voluntarily retired from service w.e.f. 16-7-92 is justified? If not, what relief is the said workman entitled to?”

The workman applicant has filed claim statement. In the claim statement it has been stated that the applicant workman joined service with the New Bank of India (a Govt. of India Undertaking) on 27-11-78 as a Clerk-cum-Typist at its Branch Office situated at Shivaji Park, Punjabi Bagh, New Delhi. He served sincerely at various branches till he was wrongfully deemed to have voluntarily retired vide Bank's Memo dated 16-7-1992, served on him on 1-8-92.

That the New Bank of India has been merged with Punjab National Bank (also a Govt. of India Undertaking) w.e.f. 5-9-1993, during the pendency of the conciliation proceedings and the said Punjab National Bank is now the respondent in the above reference.

That the applicant fell ill in August 1990 and applied for medical leave, while the applicant was not keeping good health and had been applying for medical leaves supported by medical certificates in June-July 1991 the applicant workman was required to work in place of two employees, thus putting much strain on him. However, he continued to discharge his duties faithfully and sincerely but it had an adverse effect on his health.

The applicant workman had been orally requesting the Branch manager against work of two clerks but to no

effect. The harassment of the workman reached an extent when even his salary for days worked from April 1991 to June 91 was not released.

That during August, 1991 the applicant was hospitalized in Sir Ganga Ram Hospital, Rajinder Nagar, New Delhi when the applicant had again applied for medical leave. In spite of the fact that the application for medical leave was sent to the Branch Manager, Chawri Bazaar but the Manager wrongly issued charge-sheet dated 9-7-1991 and made a futile attempt, on 20-8-91 to serve the same on the applicant when he was hospitalized in Sir Ganga Ram Hospital. As the applicant was medically unfit, therefore, the said charge-sheet was not delivered/accepted and it was therefore sent by Regd. A.D. under cover of letter dated 26-8-1991 at residence of the applicant on 29-8-1991 which was duly replied and the same was found satisfactory by the employer bank.

That the applicant submitted medical bills from Bali Nursing Home and Sir Ganga Ram Hospital for a sum of Rs. 6,556 vide his Regd. A.D. letter dated 14-9-1991 which remained unpaid in spite of repeated reminders and personal requests made by the applicant. The employer bank also refused to sanction leave and also make payment to the applicant for the period when he remained on medical leave in spite of his Regd. A.D. letters dated 26-12-1991 and 24-2-1992.

That the applicant reported for duty on 30-5-92 after availing medical leave up to 29-5-92 and submitted on 30-5-92 reply to notice dt. 27-4-92 and also medical fitness certificate dated 29-5-92 which were accepted by the bank-employer. That unfortunately the applicant workman suffered a sprain or soft tissue rupture of his right foot and was again unable to join duties from 13-6-92. He again submitted medical certificate and applied for leave. After recovering from his illness, when the applicant workman reported for duties on 1-8-92, he was not allowed to join duties and handed over a Memo dated 16-7-92 stating that he had been deemed to have voluntarily retired from service in terms of Clause 17 of the Vth Bipartite Settlement. The workman was shocked to know of this illegal act on the part of the management.

That vide his representation dated 3-8-92 the workman requested the Asstt. General Manager of the Bank for review of the action conveyed vide their Memo No. 1852 dated 16-7-92. The review application was cursorily rejected by the Dy. Chief (P) vide his memo dated 19-8-92 stating that there was no provision for review.

That the action of the management in treating the workman as having voluntarily retired from service w.e.f. 16-7-92 is illegal and unjustified. The case of the workman is not covered under Clause 17 of the Vth Bipartite Settlement and the conditions specified therein for treating an employee as having voluntarily retired from service, are not satisfied. This is without prejudice to the workman's

contention that Vth Bipartite Settlement is not binding on the workman. No enquiry was held against the workman.

The Management has filed written statement. In the written statement it has been stated that the service conditions of bank employees are governed by various awards/bipartite settlements. Para 17 of the Vth Bipartite Settlement confers a prerogative on the bank that in case an employee absents from duties without leave application/sanction of leave, he can be given 30 days notice after continuous absence of 90 days with instructions to report for duties failing which bank shall be reasonably satisfied that the concerned employee is not interested with continuing the bank on expiry of 30 days time, he shall be deemed to have voluntarily retired. It is further provided that if an employee reports for duties consequent upon the above 30 days notice and, again absents within 30 days of resuming the duties, he will be given another opportunity to report for duties after 30 days of absence and thereafter he shall be deemed to have voluntarily retired in case he fails to resume his duties again. In the instant case bank had taken action against Shri Pawan Gupta in terms of the above provisions and since he did not resume his duties within the notice period, he was treated to have voluntarily retired w.e.f. 16-7-92 which was conveyed to him.

That para-19.16 of the Bipartite Settlement provides that if any communication/notice meant for an employee is sent by Registered Post Acknowledgement due to the last reported address of the concerned employee, it shall deem to be good service. In the instant case also all the communications were sent by Registered A.D. Post, therefore, these notices were served on the applicant.

The claim filed by the applicant has been submitted through Sh. S. K. Jain and Sh. R. K. Jain advocates, the authorised representative which is in utter violation Section 36 of the Industrial Disputes Act, 1947 as no prior consent of the other party i.e. the Management and the Hon'ble Court has been taken.

Sh. Pawan Gupta the applicant was in the habit of absenting himself from duty from time to time even earlier to 22nd October, 1990. While working at BO Chawri Bazaar of ENBI he absented from his duty w.e.f. 22-10-90 and he reported for his duties only after he was issued a notice of 30 days by the bank on 15-12-90. After joining his duty on 14-1-91 in response to the aforesaid notice dt. 15-12-90 Sh-Gupta again absented himself from his duties from 5-2-91 and the bank issued the notice dated 8-2-91 advising him to report for duties. Sh-Gupta did not report for duties but submitted leave application for the period from 5-2-91 to 5-3-91 on medical grounds (the illness was stated to be backache). He was advised vide Memorandum dated 5-3-91 that he should get himself examined from bank's approved Doctor and submit his medical certificate. Instead of responding towards this letter Sh.Gupta submitted another application dated 11-3-91

requesting for sanction of leave on medical ground stating his illness as lumbago spondilites. It was found proper in view of the facts, to depute bank's doctor to his residence and on his visit the Doctor did not find any symptoms of the said ailment. On receipt of the report of the doctor, the non-sanctioning of leave upto 13-4-91 was informed to Sh. Gupta and he was advised to report for duties. Sh. Gupta accordingly reported for duties on 20-4-91. He once again repeated his conduct and absented from duties from 3-7-91. He did not intimate the reasons of his absence, he was issued notice dated 13-12-91 under the provisions of Vth Bipartite Settlement vide which he was informed among others that he has absented from duties without justification and keeping in view his past conduct, it is apparent that he has no intention to resume duty with the bank and the 30 days time was given to him to report for duties. He was also advised that if he fails to report for duties it shall be considered that he has voluntarily retired from Bank's service. However, Sh. Gupta reported for his duties only on 13th May, 1992 when another notice dated 27-4-92 was sent to him.

It was once again observed that from 13-6-92, Sh.Gupta again absented without submitting any information/justifying his absence. Therefore, in terms of the provisions of the Bipartite Settlement after the expiry of 30 days i.e. on 16-7-92 he was informed that he stands voluntarily retired from bank's service.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he suffered from jaundice and lumbago. He filed medical certificate of registered medical practitioner. The management did not consider his medical certificate. He was given the work of two clerks due to heavy work he fell ill. A charge-sheet was issued wrongly on 9-7-1991 when he was hospitalized in Sir Ganga Ram Hospital. No inquiry has been held. He has been illegally voluntarily retired from service under 17 BPS.

It was submitted from the side of the management that the workman was absent for 353 days on loss of pay since 22nd October, 1990 thereafter he reported for duty after 30 days notice on 15-12-1990. He again absented himself from duty from 5-2-1991 and bank issued him notice dated 8-2-1991 advising him to report for duty. He did not report for duty but submitted leave application for the period from 5-2-1991 to 5-3-1991 on medical grounds. The illness as stated was backache. He was advised vide

memorandum dated 5-3-1991 that he should get himself examined from bank's approved Doctor and submit his medical certificate. Mr. Gupta submitted another medical certificate dated 11-3-1991 requesting for sanction of leave on medical grounds stating his illness as spondilitis. The bank's Doctor examined him and he did not find any symptom of backache. On receipt of the report of the Doctor, the non-sanctioning of leave up to 13-4-1991 was informed to Sh. Gupta and he was advised to report for duty on 20-4-1991 and he again absented himself from duty from 30-7-1991. He was issued notice dated 13-12-1991 under provisions of clause 17th BPS and it was mentioned therein that it is apparent that he has no intention to resume duty with the bank and 30 days time was given to him.

It was also written in the letter that if he fails to report for duty it shall be considered that he has voluntarily retired from bank's service. He reported for duty on 13-5-1992 when another notice dated 27-4-1992 was sent to him. He again absented from 13-6-1992 without any information and justifying his absence. He was voluntarily retired on 16-7-1992.

Thus, it becomes quite obvious from perusal of the record that the workman has absented himself from duty for 353 days on loss of pay up to 22nd October, 1990.

That subsequent to the notice dated 27-4-1992, the workman reported for duty on 13-5-1992 and he worked up to 12-6-1992.

In the instant case no 30 days notice under the provisions of Clause 17 BPS has been given to him after 12-6-1992. It is admitted to the management that the workman worked up to 12-6-1992. No notice has been sent after 12-6-1992. The workman has been voluntarily retired on notice dated 27-4-1992. The workman has complied with the notice dated 27-4-1992 as he has resumed his work on 13-5-1992. No notice in May or June has been sent to him.

It appears that the workman was treated voluntarily retired on notice dated 27-4-1992 whereas in compliance of that notice the workman has resumed work on 13-5-1992.

The direction of notice dated 27-4-1992 has been complied with by the workman as he resumed duty on 23-5-1992.

The management was duty bound to send another 30 days notice for his absence from 13-06-1992 but without sending any notice, the workman has been voluntarily retired on 16-07-1992 on notice dated 27-04-1992 which he has complied with. As such 30 days notice under the provisions of clause 17 BPS has not been given to the workman. The statutory provisions of Clause 17 BPS has not been complied with by the management in right perspective, so the order of voluntary retirement by order dated 16-07-1992 is, illegal, arbitrary and breach of the provisions of Clause 17 BPS.

From perusal of the records it is established that the workman has been unauthorisedly absent on 4-5 occasions. The bank's Doctor has reported that he was not suffering from any ailment. The workman was unauthorisedly absent for 353 days on loss of pay prior to 22nd October, 1990 and he absented on 4-5 occasions from 22-10-1990 to 16-07-1992.

In the circumstances the workman is not entitled to any back wages. Since the management has not served any notice for unauthorized absence of the workman from 13-06-1992, the order of voluntary retirement is in breach of Clause 17 of BPS on 16-07-1992. The order of voluntarily retired is here by set aside.

The reference is replied thus :—

The action of the management of Punjab National Bank, New Delhi in removing Shri Pawan Kumar Gupta, Clerk-cum-Typist from service by way of treating him as having voluntarily retired from service w.e.f. 16-7-92 is not justified.

The workman is entitled to reinstatement with continuity of service but without back wages. The management should reinstate the workman within two months from the date of the publication of the award.

The award is given accordingly.

Date: 14-05-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का.आ. 1393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडस्ट्रियल फाइनेंस कॉर्पोरेशन आफ इंडिया लि. के प्रबंधकों के संबंध में निरीक्षणों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अप न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 141/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-08 को प्राप्त हुआ था।

[सं. एल-12012/191-192-201-202/94-आई.आर. (बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 141/1997), of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the annexure in the industrial dispute between the employers in relation to the management of Industrial Finance Corporation of India Limited and their workmen, which was received by the Central Government on 21-5-2008.

[No. L-12012/191-192-201-202/94-IR.(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI****PRESIDING OFFICER: R. N. RAI I. D. No. 141/1997****IN THE MATTER OF****Shri Jagdish & Ors.,
S/o. Sh. Charan Singh,
Balmiki Mohalla,
Village Badli,
Delhi - 110042.****Versus****The Dy. General Manager (Admn.),
Industrial Finance Corporation of India Limited,
Bank of Baroda Building,
16, Sansad Marg,
New Delhi - 110001.****Award**

The Ministry of Labour by its letter No. L-12012/191-192-201-202/94-1R(B-II) Central Government Dt. 12-09-1997 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Industrial Finance Corporation of India Limited, New Delhi in terminating the services of S/Shri Jagdish, Ranji Lal, Dharambir and Sh. Suraj Prakash w.e.f. 01-06-1993 without following the provisions of Section 25 F of the ID Act, 1947 is legal and justified? If not, to what relief the said workmen are entitled.”

That the workmen were engaged in the Head Office of the Industrial Finance Corporation of India as Sweeper since April/May, 1989.

During this period they have been paid their salary on 7th day of every month with daily paid workers. But instead of regularizing them, they have been turned out of job since 1-6-93 whereas they have been working for the last four years on the post of Sweeper.

The management filed written statement stating that there is no employer-employee relationship between the management and the claimants. The claimants left the services of the management on their own by joining M/s. Self Employment Services Associates, w.e.f. 1-6-93. They are not a “workmen” within the meaning of Section 2(s) nor is the dispute an industrial dispute within the meaning of Section 2(k) of the I.D. Act.

The contractor, M/s. Self Employment Services Associates, who took over the services of the claimants with effect from 1-6-1993 is a necessary and proper party, and the claim cannot be entertained or proceeded with in

his absence. The same is liable to be rejected on this ground also.

The claimants were never engaged as per the procedure prescribed for recruitment. Under the recruitment rules of the management which was a statutory corporation and state within the meaning of Article 12, it had to call candidates through the Employment Exchange. Only people who were eligible and selected strictly on merits out of all the available candidates were to be engaged. Since the claimants were not recruited through such a procedure, they cannot have any claim on the post. No relief can be granted to enable them to get it on which they never had a right in accordance with law.

The claimants are guilty of making false statements and concealing material facts. No relief can be or ought to be granted to them, in these circumstances and the claim is liable to be rejected on this ground also.

Without prejudice to the above preliminary objections which are without prejudice to each other, parawise reply is as under :

The date from which they claim to have been employed in May, 1989, is not legible. It is submitted that the claimants were working as casual sweepers on daily wages with the management from 1989 till May, 1993. During this time they were only engaged for the days when they were required and they were not engaged for all the days in a month.

It is submitted that since the experiment of getting the premises cleaned through daily wages employees was not giving a satisfactory results, the Management was considering reverting back to the system of availing sweeping services through a contractor. It once again approached the contractor who had been rendering sweeping services prior to the year 1989. While negotiations were going on with the said contractor, the contractor wrote to the management vide its letter dated 26-5-1993 that they had engaged the claimants along with some other sweepers. The claimant had in fact rendered sweeping services through the said agency even prior to the year 1989. This fact has been deliberately concealed by them. However, on the basis of their understanding with M/s. Self Employment Services Associates and having agreed to join them, the claimants are deemed to have left the services of the management by their conduct. It is denied that the management refused them work from 1-6-1993. Instead, they worked from 1-6-93 to 13-7-93 on the same premises, with the contractor. As already submitted that it is the claimants who themselves gave up job by their conduct. It appears that they have been later instigated to file this claim against the management.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written

statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From perusal of the pleading of the parties the following issues arise for determination :—

1. Whether the workmen have completed 240 days continuous work?

2. Whether the workmen are entitled to reinstatement?

3. To what amount of back wages they are entitled?

ISSUE NO. 1

It was submitted from the side of the workmen that they were engaged in the year 1989 and they worked continuously up to May, 1993. Their services were terminated by the management without payment of retrenchment compensation and one month's pay in lieu of notice.

The contractor M/s. Self Employment Services Associates took over the services of the workmen w.e.f. 1-6-1993. They worked with him for one month.

It was submitted from the side of the management that the contractor M/s. Self Employment Services Associates is a necessary party. The claim suffers from non-joinder of necessary party. It was submitted that the applicants were never engaged as per the procedure prescribed for recruitment. The management is a statutory corporation. It is a State within the meaning of Article 12. These workmen were not selected following the recruitment process. The workmen has not completed 240 days. There is no employer and employee relationship between the management and the workmen.

The workmen have annexed with the record WW1/2, photocopy of the attendance sheets up to April, 1993.

The management has made the endorsement "subject to checking." These photocopies attendance sheets have not been denied by the management. It is on the letter head of the management and these sheets are of attendance register of the management. The workmen have filed photocopy of attendance sheets. The original is presumed to be in the possession of the management. The management has not produced the same. There is no endorsement (subject to checking) so the photocopy attendance sheets are admissible in evidence.

From perusal of these sheets it becomes quite obvious that the workmen worked almost from 22, 23, 24, 25 days every month. It is established fact that the workmen were regularly employed by the management and they discharged

duties on all the days of the month except Sundays and holidays. They have worked from 25 to 26 days also and 22 days also in various months. This shows that the workmen were engaged on all the days of the month except of Sundays and holidays. These photocopy documents establishes the fact that the workmen worked for 240 days in every year of their employment.

The management witness has stated in his cross-examination that the workmen three in numbers used to work with the management. They worked on casual basis during the period of three years from 18-04-1989 to 01-06-1993 intermittently. The witness has further stated that he did not know if the worker used to work for the entire month and received payment of wages by way of salary at the end of the month.

The witness has further stated that it is not in his knowledge that the workmen have worked regularly for 240 days in each year during the said period. This witness has further admitted that sweeping work is a work of perennial nature and it is performed everyday. This witness has further admitted that they engaged M/s. Self Employment Services and instead the workman the cleaning work was taken by the said contracting agency.

The management witness has not denied that these workmen have not worked and they have not worked 240 days continuously.

From perusal of the documents it becomes quite obvious that the workmen were engaged from 1989 to 1993 and they have worked for 240 days in every year of their employment.

This issue is decided accordingly.

ISSUE NO. 2

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11 A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workman that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the bank is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wage cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wages even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25 F, G of the ID Act are attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence. ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages. The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wages and to continue them for life time. Fixed term tenure appointments and

temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 and 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad hoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 11 A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993 - II - LW that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too. In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that section 25, G and H of the ID Act are not violated. The management witness has admitted in his cross-examination that the work is of permanent nature. The work is being continued through contractors. It is settled law that the job of cleaning and sweeping cannot be taken from contractors. It is perennial nature of job

and it has been provided in section 10(4) of the ID Act, 1947 that the contract labour should not be engaged for the work which is continuous and perennial in nature and of sufficient duration. In the instant case admittedly the work is perennial in nature. It has been held in Uma Devi's case that the temporary employees should be replaced by regularly selected employees. The management has acted in breach of this judgment of the Hon'ble Apex Court. I find no force in the contention of the management that the workmen are not entitled to reinstatement as they have not been taken through proper selection. The management has not made any selection of Class-D employees for the work of sweeping and cleaning. After reinstatement the management may resort to process of recruitment procedure and consider the cases of these workmen in view of the provisions of Sections 25 F, G & H of the I.D. Act, 1947.

The management admittedly terminated the services of these workmen and entrusted the work of sweeping and cleaning to contractors. Contract Labour for such type of job is illegal. The work still exists, so the workmen are entitled to reinstatement.

It was submitted from the side of the management that in (2007) 9 SCC 353, the Hon'ble Apex Court has held that reinstatement with full back wages should not be granted automatically only because it would be lawful to do so. Several factors should be considered just as statutory rules and delay in raising the dispute.

In the instant case there is no delay. In bank casual labourers are engaged and regular status has been conferred several times. In case work is still exists, the workman should be given reinstatement. The respondents cannot retrench this workman and engage fresh hands. In that case they will commit unfair labour practice as has been held by the Hon'ble Apex Court in (1995) Supp. II SCR 842. It is not proved by the management that no workman has been taken after retrenchment of this workman.

It has been held in 2008 Lab IC page 783 by the Hon'ble Apex Court that reinstatement does not mean confirmation. Reinstatement of daily wagger would illegal. Direction given for his reinstatement being final such order would not necessarily entitle him to claim benefits of permanency.

In view of the judgement of the Hon'ble Apex Court reinstatement does not imply confirmation/absorption or making permanent. The management cannot disengage a workman and take another workman at his place as it would infringe the provisions of Sections 25 G & H of the I.D. Act, 1947. In the circumstances, management should reinstate this workman as casual labour. In case there is no job, the management should take action keeping in view Sections 25 G & H of the I.D. Act, 1947.

In the instant case the workmen have worked for four years. They have raised the dispute in time. The work is still existing. The management has not made any appointment in terms of any statutory rules. There is no delay in raising the dispute. The management is taking those work from the contractor's men which is absolutely illegal.

This issue is decided accordingly.

ISSUE NO. 3

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

In view of the facts and circumstances of the case the workman is entitled to 25% back wages.

The reference is replied thus :—

The action of the management of Industrial Finance Corporation of India Limited, New Delhi in terminating the services of S/Shri Jagdish, Ranji Lal, Dharambir and Sh. Suraj Prakash w.e.f. 1-6-1993 without following the provisions of Section 25 F of the I.D. Act, 1947 is neither legal nor justified. The management should reinstate the workmen applicants along with 25% back wages within two months from the date of the publication of the award.

The award is given accordingly.

Date : 13-5-2008.

R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का.आ. 1394.—औद्योगिक विवाद अधिनियम, 1947 (1947 का.14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 17/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं. एल-40012/18/84-डी-II(बी)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1394.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/98) Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Telephones and their workman, which was received by the Central Government on 22-5-2008.

[No. L-40012/18/84-D-II(B)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 17 of 1998

PARTIES : Employers in relation to the management of Calcutta Telephones, Calcutta

AND

Their workmen.

Present : Mr. Justice C.P. Mishra, Presiding Officer

Appearance:

On behalf of the : Mr. T. Chowdhury, Advocate Management

On behalf of the : Mrs. S.K. Sinha, Advocate: Workmen

Dated : 9th May, 2008

Industry : Telephones.

AWARD

By Order No. L-40012(18)/84 D-II(B) dated 13-5-1998 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Calcutta Telephones, Telephone Bhawan, Calcutta in terminating the services of S/Sh. Shankar Prasad Singh, Hardeo Singh, Haradhan Das, Sisir Kumar Das and Kamala Singh is legal and justified? If not to what relief the workmen are entitled to?”

2. This reference has been made at the instance of the abovementioned 5 concerned workmen. They have

filed a joint statement of claims in this case. The case of the workmen in brief as it appears from the statement of claim is that they were all employed in the service of the Calcutta Telephones as casual employees. Hardeo Singh and Kamala Singh were appointed on 9th March, 1976 and 1st May, 1977 respectively by the Sub-Divisional Officer of Phones (South Russa External) and they worked continuously without any break upto 31st December, 1977. Shankar Prasad Singh worked from 1-3-1977 to 28-2-1979, while Haradhan Das and Sisir Das worked from 1-3-1977 to 31-5-1978 without any break. All of them were terminated under the verbal order. Though all these workmen had put in uninterrupted continuous service of 240 days, they were neither paid nor offered any notice pay or retrenchment compensation as provided under Section 25F of the Industrial Disputes Act, 1947, hereinafter to be referred to as the Act. Repeated request of the concerned workmen to the officers of the management to take them back in service were in vein as they were awaiting the decision of the Hon'ble High Court in a similar case viz. Tapan Kumar Jana Vs. General Manager, Calcutta Telephones. The Division Bench of the Hon'ble Calcutta High Court was pleased to hold that the termination of Tapan Kumar Jana, a casual employee of Calcutta Telephones was illegal for non-compliance of the provisions of Section 25F of the Act and ordered reinstatement with full back wages. Management's Special Leave Application in the matter before the Hon'ble Supreme Court was also rejected on 16th February, 1982. Thereafter, similarly placed workmen such as S/Shri Ranjit Kumar Bhagat, Barun Kumar Bose, Pratul Chowdhury and Amal Chandra Paul were allowed to resume their duties with full back wages, but the request of the concerned workmen were ignored. Other two batches of 28 and 18 similarly placed workmen were reinstated with full back wages after they raised industrial disputes over their illegal termination. The concerned workmen made written representation to the General Manager with a request for their reinstatement with back wages without any effect. Thereafter the concerned workmen and also their union made representations to the Regional Labour Commissioner (Central) for his intervention in the matter. Conciliation proceedings were held, but it ended in failure. The Secretary to the Government of India, Ministry of Labour, however, decided not to refer the matter for adjudication. The workmen thereafter moved the Hon'ble Calcutta High Court in a writ petition being C.O. No. 14919(W) of 1985 and the Hon'ble High Court in its order dated 20-2-1998 directed the Central Government to reconsider the issue and hence the present reference has been made to this tribunal for adjudication of the dispute under reference. It is accordingly prayed that the action of the management in terminating the services of the concerned workmen be held to be illegal and unjustified and the concerned workmen be held to be entitled for reinstatement in service with full back wages and all consequential benefits.

3. The case of the management in its written statement is that the onus is on the workmen to prove that they were appointed and terminated on the respective dates as alleged by them in their statement of claims. They are also to prove that they worked continuously and uninterruptedly during the period in question. It is stated

that since all records, e.g., paid vouchers upto December, 1993 pertaining to the office of Area Manager (South), Calcutta. Telephones which *inter alia* includes S.D.O. Phones (South), Russa External where Hardeo Singh and Kamala Singh were alleged to have worked on and from 9-3-1976 to 31-12-1977 and 1-5-1977 to 31-12-1977 respectively were destroyed. Nothing could be ascertained as such by the management for the alleged period of working by perusing the documents/records regarding their engagement and continuity of service for the said period. Similarly, since all records prior to 1-4-1991 pertaining to Cash Section of Sr. A.O. (Cash), HQ, Calcutta Telephones which also include Assistant Engineer-in-Charge, Retail Telecom Store Depot, Calcutta where Shankar Prasad Singh, Haradhan Das and Sisir Das alleged to have worked on and from 1-3-1977 to 28-2-1979, 1-3-1977 to 31-5-1978 and 1-3-1977 to 31-5-1978 were destroyed and as such nothing could be ascertained by the management of such alleged period of working of the concerned workmen. Such destruction of records is stated to be under sanction and authority in terms of the provisions contained in page 96 of Posts and Telegraphs Financial Hand Book, Volume III Part I which *inter alia* provides the maximum stipulated period for preservation of accounts records as 5 years and the management, has relied on the departmental note-sheets for such destruction of records. It is denied that the concerned workmen ever requested the management for their reinstatement. It is stated that the reference is not maintainable and is liable to be dismissed for misjoinder of parties. It is further stated that the workmen are not entitled to full back wages for having failed to raise the dispute in time for their alleged termination.

4. A rejoinder is filed on behalf of the workmen denying the claims and contentions of the management in its written statement and also reiterating their own claims and contentions as made in their statement of claims. It is also stated that the allegations made in the written statement of the management is misconceived and untenable in law and fact.

5. Both the parties have exhibited certain documents in this case. The exhibits on behalf of the workmen are Ext. W-1 is a certificate issued by the Assistant Engineer Incharge, Retail Telecom Store Depot to Shankar Prasad Singh one of the concerned workmen, Ext. W-2 is a carbon copy of the letter dated 19-5-1983 addressed to the General Manager of Calcutta Telephones by seven persons including the five concerned workmen. Ext. W-3 is carbon copy of a letter dated 14-6-1983 addressed to the Regional Labour Commissioner (Central), Kolkata by the seven persons including the five concerned workmen. Ext. W-4 is also a carbon copy of a letter dated 2-4-1984 addressed to the Regional Labour Commissioner (Central), Kolkata by the Divisional Branch Secretary Ex. W-5 is a certificate issued to Sisir Kumar Das one of the concerned workmen by the Assistant Engineer In-Charge, Circle stores Depot, Calcutta Telephones. Ext. W-6 is another certificate issued to Haradhan Das one of the concerned another workman issued by the Assistant Engineer in-charge, Circle Store Depot, Calcutta Telephones.

On the other hand exhibits on behalf of the management are as follows. Ext. M-1 is Appendix-3 the list showing periods of preservation of account records of (a) Divisional Telecom District and Stores and Factories Accounts Offices and (b) Stores Branch and (c) Telecom. Factories. Exts. M-2 to M-4 are the note sheets of the management showing destruction of records.

6. All the five concerned workmen have been examined on behalf of the workmen in support of their case. WW-1, Shankar Prasad Singh has stated in his evidence that he used to work in the Calcutta Telephones at 10, Girish Chandra Bose Telephone Exchange, a telephone stores from 1-3-1977 to 28-2-1979 continuously and he was given a certificate for the same by Shri R.N. Mallick, Engineer. On 1-3-1979, however, he was told by the said Shri Mallick that he was no more required. He did not get any compensation for his retrenchment. He approached said Engineer for restoration of his service, but he was refused. He named the other concerned workmen who were removed from service along with him. All of them filed representation on 19-5-1983 before the management, but he was told by the authorities that there was a case going on in this regard and after case is decided, out case would be considered. That case related to workers like him where the workers got the order in their favour. Thereafter, a representation was made to the management but no reply was received. There after the concerned workmen and also the union on their behalf made representation before the conciliation officer and conciliation proceeding was initiated which ended in failure but the Central Government refused to make a reference to the Tribunal for adjudication. Then the concerned workmen filed a writ petition before the Hon'ble Calcutta High Court and as per direction of the Hon'ble High Court the present reference has been made. The witness has stated that after his retrenchment from Calcutta Telephones he had worked anywhere. He has prayed for restoration of his service with due pay. In cross-examination the witness has stated that he had worked under Shri R.N. Mallick and he granted the certificate. He denied that Shri Mallick granted him the service as per his telling. He, however, has not been able to say what is written in Ext. W-2 as it is in English. He also denied that he had not worked continuously during the period from 1-3-1977 to 28-2-1979. He has stated that Shri P.L. Bhattacharjee was the Supervisor under whom he worked and the Engineer was the overall incharge of the Stores. He has further stated that he works as agricultural labour and he did not make any attempt to procure job in any other department or anywhere after his termination from the Calcutta Telephones.

WW-2, Sisir Kumar Das has stated in his evidence that he was working in the Stores of Calcutta Telephones at 10, Girish Chandra Bose Road, Kolkata-14 from 01-03-1977 to 31-05-1978 continuously and uninterruptedly. He was appointed by the said Shri Mallick, Assistant Engineer who handedover the certificate, Ext. W-5. He was not given any compensation at the time of his retrenchment. He used to be paid monthly on the basis of muster roll and his attendance used to be marked. He had made representation after termination of his service. He also named the other concerned workmen who were

removed like him. At that time a case was filed before the Hon'ble Calcutta High Court and the management told them to wait till the disposal of that case. He has prayed for my reinstatement with due benefits. In cross-examination the witness has stated that he used to take out materials from the godown and handover to the persons concerned and he used to work under the direction of the supervisor, Shri Prasanta Lal Bhattacharjee. He has identified the signatures in Ext. W-5 which he has produced in support of his working in the Calcutta Telephones and has stated the photograph was attested by himself. He, however, has not been able to say what is written in Ext. W-5 or who typed it. He has denied that he never received payment after signing muster roll and he received the payment on signing the ACG-17 vouchers. He further stated that his attendance used to be marked by the supervisor, P.L. Bhattacharjee.

WW-3, Haradhan Das has stated in his evidence that he worked in the Calcutta Telephones at 10, Girish Chandra Bose Road for 14 months continuously since 01-03-1977 and he got a certificate, Ext. W-6 issued by Shri R.N. Mallick, Assistant Engineer in support of the same. Said Shri Mallick removed him but was not paid any compensation at the time of retrenchment. Altogether 5 persons were removed along with him and he named the other concerned workmen in this regard, but no reason was assigned for the same. He had moved the Hon'ble High Court in this regard but the said petition has been dismissed. He has prayed for his reinstatement in service and back wages. In cross-examination the witness has stated that at 10, Girish Chandra Bose Road there is a store of Calcutta Telephones and he was removed from service on 31-05-1978. He has also stated that he filed a petition before the Hon'ble High Court but there was delay in filing the same because he was under some hope on account of assurance given to him. He has further stated that his duty was to take out the materials from the stores and handover the same to the persons and he used to do the same as per direction of Shri R.N. Mallick and the Junior Engineer, Shri Harasit Mukherjee. He was all along working in the stores during the tenure of his work. He has further stated that he is an illiterate person and does not know things, but he has denied that he had never worked continuously.

WW-4, Hardeo Singh has stated in his evidence that he used to work in Exchange No. 46 of Calcutta Telephones as a Mazdoor and he got an identity card in support of the same, which is marked 'X' for identification. His work used to be allocated by the Engineer, Shri H.R. Roy and he had worked in all for one year and 10 months regularly excepting Sundays. In cross-examination the witness has not been able to give his date of birth, full name of Shri H.R. Roy or his designation. He has, however, denied that he was 50 years old on the date of deposition. He has also denied all other suggestions put to him in this regard.

WW-5, Kamala Singh has also deposed in the same line of WW-4 and stated that he used to work in Calcutta Telephones at Exchange No. 46 as a Mazdoor regularly and he got an identity card for proving the same, which is marked 'X-1' for identification. He was removed from work without any retrenchment compensation. According to him

one Mr. Saha used to allot work to him who also gave him the identity card. He has prayed for his reinstatement in service with back wages. In cross-examination he has stated that he was born after 1950 and has denied that he had not worked continuously in the Calcutta Telephones and that he is not entitled to any relief as prayed for.

7. On the other hand, two witnesses have been examined on behalf of the management. MW-1, S.K. Burman is the Chief Accounts Officer (Budget). In 1993 he was Accounts Officer (Cash) in the year 1993. He has stated that ACG-17, BT-41 and ACE-2 are different types of payment vouchers and the period of preservation of these is 3 years as laid down in Part-I of Financial Handbook, Vol.-III. He has proved the documents regarding destruction of the vouchers for the period prior to 01-04-1991. In cross-examination he has stated that payments to daily rated workers were made through Muster Roll and in the Muster Roll both attendance and payments are recorded, but the same was also destroyed. He, however, admitted that if some case was pending, such documents was to be treated as important. It is also stated by him that he cannot produce the list of destroyed documents. He has no knowledge about the records maintained in the Exchange Offices.

MW-2, Abhijit Nath is the Assistant Accounts Officer (Service Record & Estimate) in the office of the Area Manager (South). In 1997-1998 he was posted there as Junior Accounts Officer (Cash). He has stated that he used to receive payment vouchers and those vouchers were ACG-17, BT-41 and ACE-2 Accounts as well as Muster Roll payment vouchers. Under Rules Muster Roll is preserved for five years and other papers are retained for three years. He has proved the note sheet, marked Ext. M-4 relating to destruction of vouchers and stated that by that order all vouchers upto December, 1993 were destroyed. In cross-examination the witness has stated that in Muster Roll details of appointment, working and payment of casual labourers are noted. He, however, does not know if any case relating to claim for regularization of casual labourers was pending before the management or before the Hon'ble High Court at the time of destruction of records. He has also stated that the case matters are looked after by the legal cell of the Calcutta Telephones, but he did not receive any intimation from the Legal Cell for preservation of records relating to case of any casual labourer. He however has agreed that if some case is pending then the document is to be preserved till the disposal of the case. He has further stated that he had no knowledge that any case was pending before the Area Manager (South) regarding any casual labourers' claim for regularization. According to him he had informed all the departments that such documents were going to be destroyed.

8. As per facts stated above on the either side it is evident that the present reference relates to the claim of the five workmen whose services were alleged to have been terminated by the management under the verbal order though they had put in continuous service of more than 240 days in a year, but they were neither paid nor offered notice or notice pay or paid any amount of retrenchment compensation as provided under Section 25F of the Act.

It has been submitted on their behalf that they made representation to the management to take them back in service, but the officers of the management asked them to wait till the decision of the Hon'ble High Court at Calcutta in similar case of another workman viz. Tapan Kumar Jana v. General Manager, Calcutta Telephones which was also so decided in favour of the workman and the claim of the management had been rejected even after contest upto the Hon'ble Supreme Court on 16-02-1982. On the basis of that decision the other workmen, namely, Ranjit Kumar Bhagat and others were thus allowed to resume their duties with full back wages but the request of these concerned workmen were ignored and so they had made a representation to the Government to refer their dispute which was however not so referred and therefore they had moved further to the Hon'ble High Court at Calcutta vide Writ Petition No. 14919 (W) of 1985 and thus the matter has been referred to this Tribunal for adjudication of their claim in this regard. The aforesaid facts so stated on behalf of the workmen are not challenged or have been denied by the management for the same in this connection, but they have only challenged their claim on the ground of its long delay and also about the maintainability of this joint reference of five workmen together about their individual dispute as provisions of Section 2A of the Act since different dates of their termination of services are alleged by them in this regard.

9. On the persual of the said facts about the appointment of the concerned workmen in Calcutta Telephones to be its casual employees, it is evident that the workmen Hardeo Singh and Kamala Singh who were alleged to have been appointed on 09-03-1976 and 01-05-1977 respectively and said to have worked upto 31st December, 1977. It is now admitted on their behalf that by this time they must have reached the age of superannuation and retired as such and so a relief for reinstatement in their case is not called for and the learned counsel for the workmen has therefore submitted that the Tribunal can very well mould the relief in their favour as it is so available to the concerned workmen after having held the order of termination of their services to be illegal, void and inoperative by considering the said facts and circumstances of the case. Considering the aforesaid facts on record, it is evident that the plea taken by the management so far as the bar of limitation and maintainability of the reference challenged by it is not open to them as the workmen have all along been agitating their rights and claims from the very beginning when the alleged date of their termination of their services took place, i.e., in the years 1978 and 1979 in this regard. It is also not in dispute and challenged by the management that the cases of Tapan Kumar Jana and Ranjit Kumar Bhagat and others similar in nature were also there for challenging the termination of their services but they were taken back and reinstated as such with full back wages. The representation was made by the workmen as well and on refusal the matter was referred to this Tribunal for its adjudication after the workmen had moved the Hon'ble High Court at Calcutta for it. Thus the plea raised on behalf of the management challenging the reference on the ground of its maintainability of bar of limitation or delay in the above circumstances is devoid of any force and the reference is

held to be legally maintainable and proper as submitted by the workmen in this regard. Also the law of limitation is not so applicable to the claim of the workman made through the reference under the Act for its adjudication on the ground of delay if otherwise it is so admissible to be allowed in his favour.

10. As regards the merit of the case is concerned, it is evident that according to the workmen as stated by them on oath that they had put an uninterrupted continuous service of more than 240 days for different period as stated by them in paragraphs 2 and 4 of the written statement. Their oral evidence consist of Shankar Prasad Singh, WW-1, Sisir Kumar Das, WW-2, Haradhan Das, WW-3, Hardeo Singh, WW-4 and Kamala Singh, WW-5 and they have stated in so many words about the specific period of their work and certificates issued to them by the concerned officer Shri R. N. Mallick who had signed it vide Exts. W-1, W-5 and W-6 and the certificates marked 'X' and 'X-1' for identification. All of them have been cross-examined by the management who did not give any such evidence to rebut it so as to show the authenticity of the aforesaid certificates to be false or not so genuine. The concerned officer Shri R. N. Mallick who had given the certificate to them was cited as a witness by the management but he was not produced to rebut the case of the workmen if those were not so genuine. There is no other documentary evidence produced or even referred to in the written statement filed by the management to rebut the aforesaid positive proof and evidence led by the workmen in this case to show the period of work which was done by them, i.e., for more than 240 days in a year preceding the date of their termination of services. The statements as given by the witnesses who have been examined by the management only go to show that the documents about payment of wages made to the concerned workmen are not available to be filed since those have been destroyed as the period of its preservation has been only for three years or so and there is no document as such available with them to be filed viz. muster roll, attendance sheet etc. which all have been destroyed according to them. The statement given by Abhijit Nath, MW-2 working in the Accounts Section has stated that ACG 17 vouchers as well as muster roll have been destroyed as per note sheet, Ext. M-4, showing that the vouchers upto December, 1993 were destroyed and as such not available to be filed by the management in this connection. It is also stated by him that he did not receive any intimation from the legal cell regarding pendency of any case of any labour in order to preserve the documents till the disposal of the case for this purpose. The aforesaid facts thus clearly go to show that the documents which could have shown the claim of the workmen to be otherwise about the period they have so worked in the Calcutta Telephone have not been produced by the management. The case of the workmen, is thus taken to be correct as so stated by them in this regard. The certificates, Exts. W-1, W-5 and W-6 and the certificates marked 'X' and 'X-1' for identification filed on behalf of the workmen as such showing the period of their work issued to them by the concerned officer Mr. R. N. Mallick for the respective dates as referred to above are correct and is a positive evidence of them to show that they continuously had worked for more than 240 days in a

year before the alleged termination of their services. It further goes to prove in a positive way that they were neither paid nor offered any notice or notice pay or retrenchment compensation before termination of their services as required under Section 25F of the Act and thus the order of termination of their services cannot be said to be justified, legal or proper for want of compliance of the provisions of Section 25F of the act in this regard.

11. It is well settled that Industrial Tribunal has jurisdiction to direct reinstatement in case of wrongful termination as normal rule. However, there are exceptions to this rule and these exceptions have been recognized in various judgments of the Apex Court in this regard. In the case of *Haryana Tourism Corpn. Ltd. V. Fakir Chand & Ors.*, AIR 2003 SC 4465 : 2003 (8) SCC 248 : 2004-1 LLJ-256, the Hon'ble Supreme Court directed payment of compensation of Rs. 70,000/=, instead of reinstatement with 25% back wages taking into consideration factors like (a) workers were daily wagers, (b) workers were not recruited through employment exchange or regular mode of selection, (c) services of the workers were terminated long back, and (d) considering nature of work, the workers must have done similar work at least intermittently. In number of matters Hon'ble High Courts have also examined the same issue and it has repeatedly held that where a long period has lapsed since the date of termination, compensation should be paid in lieu of reinstatement and back wages. Reference in this regard may be made to the judgments in the cases of *Murari Lal Sharma v. Nehru Yuva Kendra Sangathan*, 2002-II-LLJ401 (Del) and *K. H. Pandhi v. Presiding Officer, Addl. Labour Court & Appr.*, 2004-II-LLJ-877 (Del) and *Pal Singh v. NTPCLtd.* 2002-IV-LLJ(Suppl)-1482(NOC): 2002 (96) DLT 877.

12. In the present case it is evident that two of the concerned workmen have already reached the age of superannuation and as such retired long ago by this time. It is further evident that now more than 25 years have elapsed since the dates of termination of their services in the year 1978 or 1979 or so in this case and they have not rendered any service at all due to all these and so looking at the facts and circumstances of the case instead of granting relief for their reinstatement with full back wages it appears to be just and proper, keeping number of factors in mind viz. that an industry may not be compelled to pay to the workman for the period during which he apparently contributed a little or nothing at all and also as laid down by the Hon'ble Apex Court in *Haryana Roadways v. Rudhan Singh* (2205 AIR SCW 4634) that the workman who had worked for a short period, i.e., less than a year although the termination of his service was found to have been made in violation of Section 25F of the Act a reasonable amount of compensation may be awarded. The observation of the Hon'ble Apex Court for this are clear enough to lay down the guidelines for this purpose saying that :—

"There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment, i.e.,

whether after proper advertisement of the vacancy or inviting application from the employment Exchange, nature of appointment, namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors, which has to be taken into consideration is the length of service, which the workmen had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at his age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period, i.e., from the date of termination till the date of the award, which our experience shows is often quite large, would be inappropriate. Another important factor, which requires to be taken into consideration is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

In another decision viz. *Allahabad Jal Sansthan v. Daya Shankar Rai*, (2005) 5 SCC 124-2005 AIR SCW 2646 the Hon'ble Apex Court has further observed that :

"We have referred to certain decisions of this Court to highlight that earlier in the event of an order of dismissal being set aside, reinstatement with full back-wages was the usual result. But now with the passage of time, it has come to be realized that industry is being compelled to pay the workman for a period during which he apparently contributed little or nothing at all, for a period that was spent unproductively, while the workman is being compelled to go back to a situation which prevailed many years ago when he was dismissed. It is necessary for us to develop a pragmatic approach to problems dogging industrial relations. However, no just solution can be offered but the golden mean may be arrived at."

13. In view of the above, the relief for reinstatement with back wages is not fit to be granted in favour of the concerned workmen even if the order of termination of their services is held to be legally not justified or proper i.e. being not in accordance with the provisions of Section 25F of the Act, but they can only be entitled to get a relief for compensation. The workmen as such are entitled to get the amount of compensation looking at nature and period of their work instead of granting a relief of reinstatement to them with back wages. i.e., a lump sum compensation of Rs. 25,000/=(Rupees twenty- five thousand) be awarded to each or the concerned workman in the given facts and circumstances of the case of this nature. The afore mentioned amount shall be paid to the concerned workmen by the management within a period of a month from the date of this Award becomes enforceable.

The reference is answered accordingly.

C. P. MISHRA, Presiding Officer

Dated, Kolkata, the 9th May, 2008

नई दिल्ली, 22 मई, 2008

का. आ. 1395.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आर्कैलॉजिकल सर्वे ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 82/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं. एल-42011/9/96-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1395.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/97) Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 22-5-2008.

[No. L-42011/9/96-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAJ. I.D. No. 82/1997

IN THE MATTER OF:

Shri Putti Lal & others,
C/o The President,
Janvadi General Kanigar Mazdoor Union,
Room No. 95, Barracks No. 1/10,
Jamnagar House, Shahjahan Road,
New Delhi - 110011.

Versus

The Director General,
Archaeological Survey of India, Janpath,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-42011/9/96-IR(DU) Central Government Dated 24-06-1997 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Archaeological Survey of India in not granting permanent status/regularization to S/ Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad is legal and justified? If not, to what relief the workman is entitled for.”

The workman applicant has filed claim statement. In the claim statement it has been stated that S/Shri Putti

Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Phool Kali, Khedan Prasad were engaged as daily rated workmen on the job of permanent nature as Garden Attendants on different dates.

That the full particulars of the workmen are given as under :

S. No.	Name	Father /Husband's Name	Year of Engage-ment
1.	Putti Lal	Shukru	1982
2.	Babu Lal	Nanaku	1986
3.	Satya Dev	Alagu	1988
4.	Hare Ram	Ram Nath	1989
5.	Ravinder	Babu Lal	1989
6.	Phool Kali	Mewa Lal	1990
7.	Khedan Prasad	Mohan Shah	1990

That the workmen had been provided 6 days muster roll and junior workmen to them had been provided monthly muster roll to S/Shri Braham Pal, Gyanender, Rame, Gaje Rak, Mahesh, Sanjay, Karamveer, Udai Singh, Shankar, Raj Pal and Batwant w.e.f. 23-7-95 but the above workmen were discriminated in providing them monthly muster roll.

That the management also regularized the services of most junior persons S/Shri Dalbir Singh and Suresh Prasad who were recruited only in the year 1992 and then given temporary status in the year 1994 w.e.f. 1-9-93 in the pay scale of Rs. 750-940, which is against the deterrent interests of the workmen concerned with this dispute.

That the management given artificial breaks to the workmen from time to time with a view to exploit the poor workmen and new hands were recruited and junior persons to them were also retained in service and were given time scale of Rs. 750-940.

That the management is executing, performing the maintenance of buildings and operations, gardening, monuments, plantations etc. of Archaeological Survey of India and the same establishment are covered under the definition of 2(g) of Payment of Wages Act and also under Minimum Wages Act, 1948 and being the workmen under the above Act, the above workmen are covered under Industrial Employment (Standing Orders) Act, 1946.

That the workmen under the said establishment become permanent after completion of three months (90 days) of continuous service in the same industrial establishment including artificial breaks which will be counted for the purpose of declaring the workmen as permanent workmen as per Model Standing Orders and rules made thereunder.

That the workmen are also entitled to the wages during the artificial breaks given by the management being statutory right.

That the management also discriminated the workmen while granting temporary status to junior workmen S/Shri Dalbir Singh and Suresh Prasad w.e.f. 1-9-1993.

That the above workers are also entitled to be declared permanent after completion of 90 days of continuous service as muster roll workers under the above management.

That the workmen had filed the dispute for regularization dated 22-8-1995 before the Conciliation Officer (Central), Delhi and the first meeting was fixed by the said Authority on 17-10-95 at 11.00 hrs. vide its letter dated 26-9-95 and during the force of conciliation proceedings, the management terminated the services of S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad w.e.f. 9-2-96, 9-2-96, 9-2-96, 24-1-96, 24-1-96, 24-1-96 respectively without taking prior permission under Section 33 of the Industrial Disputes Act from the Conciliation Officer and the said dispute is pending for reference before the Ministry of Labour, Government of India.

That the services of above workmen were terminated with a view to teach them the lesson for raising lawful dispute for regularization of their services as their juniors were regularized in the pay scale of Rs. 750-940.

That the action of the management of Archaeological Survey of India in not granting the permanent status/regularization to S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad is illegal as well as unjustified.

That all the above workmen are entitled to be regularized in the pay scale of Rs. 750-940 with all allowances.

The management filed written statement stating therein that S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Khedan Prasad, Phool Kali were engaged as daily wagers employed as per need of seasonal work in gardens and are engaged as per need basis purely for temporary work, for a particular period as per approved estimate and need of work, when the work was completed the daily wage employees were disengaged.

The daily wagers were employed as per need of seasonal work in gardens and are engaged as per need basis purely for temporary work, for a particular period as per approved estimate and need of work, when the work was completed the daily wage employees were disengaged.

The daily wage employees, the applicants in this case are engaged for disposal of seasonal garden work, the same were not appointed to the post in accordance with the rules against any post so that the question of disengagement and engagement does not arise and same is not agreed, hence the contention is denied.

The garden operation work carried out by this Division is only for improvement of environment in and around of National importance monuments and same is not profit earning work, which is not covered under the Industrial Disputes Act, 1947.

The daily wage employees were engaged only for development of new garden at "Salimgarh Fort" wherein the Memorial Museum was set up by the Government of India and were disengaged after completion of garden as well as environment works.

It is submitted that S/Shri Suresh Ram and Dalbir Singh were engaged against the vacant post on regular basis through the employment exchange from the year 1990 and not from 1992. Same were regularized as per rules hence the contention is denied.

The daily wagers were employed as per need of seasonal work in gardens and are engaged as per need basis purely for temporary work for a particular period as per approved estimate and need of work, when the work was completed the daily wage employees were disengaged. The same were not appointed to the post in accordance with the rules against any post so the question of declaring the workmen as permanent does not arise.

It is submitted that S/Shri Putti Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad were engaged for disposal of seasonal garden work, the same were not appointed to the post in accordance with the rules against any post so that the question of termination of their services does not arise. It is not covered in the Industrial Disputes Act.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for adjudication :

1. Whether the concerned workmen applicants completed 240 days continuous service?
2. Whether the concerned department is an Industry ?
3. Whether the workmen applicants are entitled to reinstatement?
4. To what amount of back wages the concerned workmen are entitled?

ISSUE NO. 1.

It was submitted from the side of the workmen that Sh. Putti Lal was engaged in the year 1982, Babu Lal was engaged in the year 1986, Satya Dev was engaged in 1988, Hare Ram was engaged in the year 1989, Ravinder was engaged in the year 1989, Smt. Phool Kali was engaged in the year 1990 and Sh. Khedan Prasad was engaged in the year 1999.

It was further submitted that all these workmen were removed illegally when they raised the dispute on 22-08-1995 for regularizing their services.

The further case of the workmen is that these workmen were provided muster roll and junior workmen to them had been provided monthly muster roll with a view to deny the workmen of permanent status and continuing them on muster roll for years together which is unfair labour practice.

The management provided monthly muster roll to Sh. Braham Pal, Gaynendrer, Rame, Gajak Rak, Mahesh, Sanjay, Karamvir, Udai Singh, Shankar, Raj Pal and Balwant w.e.f. 23-07-1995 but these workmen senior to them were not provided monthly muster roll. The management also regularized the services of most junior workmen Sh. Dalvir Singh and Sh. Suresh Prasad who were recruited only in the year 1992 and then given temporary status in 1994.

That the management gave artificial breaks to the workmen from time to time to exploit the poor workmen and new hands were retained in service and were given scale of Rs. 750-940/-.

That the management is covered under the payment of wages act and also under Minimum Wages Act. That the workmen became permanent after completion of 90 days of continuous service. The workmen were entitled to wages during the artificial breaks and also entitled to be declared permanent employee after 90 days service.

It was submitted from the side of the management that these workmen were engaged as daily wagers employed as per need of seasonal work in Gardens and are engaged as per need basis purely for temporary work for a particular period. They were employed as per need of the seasonal work in Gardens and are engaged as per need basis only. They are engaged for disposal of seasonal garden's work. They were not appointed to the post in accordance with the rules, so the question of their dis-engagement or retrenchment does not arise.

It was further submitted that the management is not an industry. It was further submitted that Sh. Dalvir Singh and Sh. Suresh Singh were engaged against a vacant post on regular basis through employment exchange from the year 1990 and not 1992.

The management has filed the working days of the workmen. The workmen Sh. Khedan Prasad was engaged in the year 1990 and his services were terminated on 09-02-1996. As per the management's own document he has worked for 86 days in 1990, 143 days in 1991, 126 days in 1992, 113 days in 1993, 146 days in 1994 & 149 days in 1995.

From perusal of these documents it becomes quite obvious that the workmen have worked in every month. The contention of the management that the workmen were engaged for seasonal work is not correct. Sh. Khedan has worked from 03-01-1994 to 26-12-1994. He has performed 146 days work. Similarly as per the own admission of the management all the workmen have been engaged all the year round. They have been given artificial breaks deliberately to avoid the completion of their 240 days work continuously.

The case of the workmen is that management provided monthly muster roll to Sh. Braham Pal, Gaynendrer, Rame, Gajak Rak, Mahesh, Sanjay, Karamvir, Udai Singh, Shankar, Raj Pal and Balwant w.e.f. 23-07-1995.

The management has admitted that these workmen were engaged prior to 1990 and in 1990. The management has discriminately taken the above named workmen from 23-07-1995 and they have been given monthly muster roll from 23-07-1995. The services of these workmen were disengaged on 22-08-1995 when they raised dispute and the management engaged monthly muster w.e.f. 23-07-1995.

It is settled law that the management is bound to follow the rule of last come first go. After termination of the services of these workmen the management has engaged on muster roll basis 11 workmen from 23-07-1995, so the management has acted in breach of Section 25 F, G & H of the ID Act, 1947.

It has been provided in Section 25 of the ID Act, 1947 that the workmen shall be deemed to be in continuous service if they have themselves stopped going for work. These workmen have been working all the year round. In case the management has given artificial breaks such breaks will not be taken into account and the workmen shall be deemed to be working continuously.

It is settled law that Sundays and holidays are to be calculated while calculating the working days and artificial breaks also be calculated in view of Section 25 B of the ID Act, 1947.

These workmen have worked for 5-8 years as admitted by the management. The management has given artificial breaks to them, so that they may not complete 240 days work continuously. Such artificial breaks shall be deemed to be in continued service.

From perusal of the working period provided by the workmen it cannot be said that they were engaged for seasonal work in Gardens as is the case of the management. The management witness has stated that he has no knowledge whether the workmen had worked for 6 - 10 years in the department. The management witness has also stated that the work of the Gardener has been given to the contractor on the basis of 5th Pay Commission recommendations. The 5th Pay Commission recommendation will not overwrite the express provisions of Section 25 F, G & H of the ID Act, 1947. After removing the muster roll casual employees the management cannot take the work from contract workers.

The workmen have worked continuously in all the months and in all the years of their employment. They are not seasonal workmen. The management has given artificial breaks; it cannot be taken into account. It is not the case of the management that the workmen were not available on all the days.

In the facts and circumstances of the case the workmen had worked for 240 days in all the years of their employment.

This issue is decided accordingly.

ISSUE NO. 2.

It was submitted from the side of the workman that the judgment of the Constitution Bench (1978) 3 SCR 207

still holds the field so far as definition of 2 J of 1D is concerned. The Hon'ble Apex Court in that judgment has laid down triple tests and in the light of these tests it is to be ascertained whether the respondent/management is an Industry or not.

It has been held in Bangalore Water Supply that in an industry there should be systematic activity and it should be organized by cooperation between the employer and the employees and it should be for production and/or distribution of goods and service calculated to satisfy human wants and wishes. It has been held that absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer and employee relations. If an organization is not carrying on trade and business, it is not beyond the purview of Industrial activities (1978) 3 SCR - Bangalore Water Supply case is a Constitution Bench judgment. It is still holding the field in the matter of adjudication of this point.

It has been held in this case that Section 2(j) of the Industrial Disputes Act, 1947 which defines industry contains words of wide import as wide as the legislature could have possibly made them. The problem of what limitations could and should be reasonably read in interpreting the wide words used in section 2(j) is far too policy oriented to be satisfactorily settled by judicial decisions. The Parliament must step in and legislate in a manner which will leave no doubt as to its intention. That alone can afford a satisfactory solution to the question which has agitated and perplexed the judiciary at all levels.

In this judgment the Hon'ble Apex Court has laid down triple test to ascertain whether a particular unit or undertaking is an industry or not. It has been held in this case that where (i) systematic activity, (ii) organized by cooperation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious, but inclusive of material things or services geared to celestial bliss e.g. making on a large scale prasad or food).

(b) Absence of profit motive or gainful objective is irrelevant be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Although Section 2 (J) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to over each itself.

The Hon'ble Apex Court has laid down further the dominant nature test. It has been held as follows :

"Where a complex of activities some of which qualify for exemption, others not involves employees on the

total undertaking some of whom are not workmen as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur will be the true test. The whole undertaking will be industry although those who are not workmen by definition may not benefit by the status.

Notwithstanding the previous clauses, sovereign functions, strictly understood (alone), qualify for exemption not the welfare activities of economic adventures undertaken by government or statutory bodies.

Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable then they can be considered to come within Section 2(j).

The respondent's units is engaged not in a sovereign function. It has been held in the above case that even arsenal or artillery department is an industry. Industry is decided on the nature of work it is performing.

From perusal of the records it becomes quite evident that the respondent/management is engaged in systematic human activities. The respondents are not discharging duties for gains but gainful objective is irrelevant in deciding whether an undertaking is an industry or not. In case activities of the respondents are considered in the crucible of the triple tests, respondent is obviously and definitely an industry.

This issue is decided accordingly.

ISSUE NO. 3

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workmen that compensation is payable in cases where an undertaking has become sick or it has been eluded or it is in economic loss. It has not been established that the bank is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25F, G of the ID Act are attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workman belonging to poor segment of society. It appears that Legislature wanted that such workmen should not be harassed unnecessarily so sections 25F, G, T and Clause 10 of VII Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete bar on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act unconstitutional. The Government has got no license to make always appointment of daily wages and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 and 309 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discrimination. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad-hoc appointments to their favorites and thus the principles of equality enshrined in the Constitution will be given a go by. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared unconstitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

A three Judges Bench of the Hon'ble Apex Court has held in 1993-4 ILJ that termination of services affects the livelihood of not only of the employee but also of his dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal disengagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect to.

It was submitted from the side of the management that in (2007) 9 SCC 253, the Hon'ble Apex Court has held that reinstatement with full back wages should not be granted automatically only because it would be lawful to do so. Several factors should be considered just as statutory rules and de lay in raising the dispute.

In the instant case there is no delay. In case work still exists, the workman should be given reinstatement. The respondents cannot retrench this workman and engage fresh hands. In that case they will commit unfair labour practice as has been held by the Hon'ble Apex Court in (1995) Supp. II SCR 842.

It has been held in 2008 Lab IC page 783 by the Hon'ble Apex Court that reinstatement does not mean confirmation. Reinstatement of daily wage found illegal. Direction given for his reinstatement being final such order would not necessarily entitle him to claim benefits of permanency.

In view of the judgment of the Hon'ble Apex Court reinstatement does not imply confirmation (absorption) or making permanent. The Management cannot discharge a workman and take another workman at his place as it would infringe the provisions of Sections 25G and H of the ID Act, 1947. In the circumstances, management should reinstate the workmen as casual labourers. In case there is no job, the management should take action keeping in view section 25 G and H of the ID Act, 1947.

In the instant case of terminating the services of the concerned workmen, fresh casual labourers have been engaged. The respondent cannot retrench the concerned workmen and engage fresh hands. The management has infringed section 25 F of the ID Act, 1947, the principles of first come last go. They have been illegally retrenched and fresh hands have been taken on their place, as such retrenchment is absolutely illegal.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that sections 25 G and H of the ID Act are not violated.

The management has admitted that after termination of the services of these workmen 11 casual labourers were taken on muster roll on 23-07-1995. These workmen had worked for 6-10 years. The management cannot arbitrarily infringe the provisions of section 25 H of the ID Act, 1947. The management has illegally removed these workmen and violated the provisions of sections 25 F, G & H of the ID Act, 1947. The work still exists, so the workmen are entitled to reinstatement.

This issue is decided accordingly.

Issue No. 4

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the Labour Court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

In view of the facts and circumstances of the case the workman is entitled to 25% back wages.

The reference is replied thus:—

The action of the management of Archaeological Survey of India in not granting permanent status/regularization to S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Smt. Phool Kali and Khedan Prasad is neither legal nor justified. The management should reinstate the workmen along with 25% back wages within two months from the date of the publication of the award.

The award is given accordingly.

Date: 13-5-2008 R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1396.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खादी एण्ड विलेज इण्डस्ट्रिज कमिशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/12/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं. एल-42011/41/98-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1396.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/12/99) Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Khadi & Village Industries Commission and their workman, which was received by the Central Government on 22-5-2008.

[No. L-42011/41/98-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/12/99

Presiding Officer: Shri C. M. SINGH

The Secretary,
Khadi Commission,
Karnachari Union,
Office Complex,
B-3-4, Gautam Nagar,
Near Chetak Bridge,
Bhopal.

.....Workman/Union

Versus

Chief Executive Officer,
Khadi & Village
Industries Commission,
3, Irla Road, Vile Parle (West),
Mumbai.

Director,
Khadi & Village Industries Commission,
Office Complex, B-3-4, Gautam Nagar,
Near Chetak Bridge,
Bhopal.

.....Management

AWARD

Passed on this 9th day of May, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-42011/41/98/IR (DU) dated 30-11-1998 has referred the following dispute for adjudication by this tribunal:-

"Whether the action of the management of Director, Khadi & Village Industries Commission in not re-designing the post from Jeep Driver to the post of LDC in respect of Shri Shankarlal Malviya is legal and justified? If not, to what relief the workman is entitled?"

2. The case of workman Shri Shankarlal Malviya in brief is as follows. That he was employed on the post of driver with the management of Director, Khadi & Village Industries Commission. He is Higher Secondary Examination passed and is eligible for the appointment of the clerk. He through the Union moved several applications to the management for being posted from the post of driver to the post of clerk as several vacancies for the post of clerk were in existence. Though the management in respect of other employees posted them on other post according to their ability and accordingly changed their post but the workman was not appointed as a clerk.

3. The case of the management in brief is as follows. The the management has no right to change the post of their employee from one post to the parallel grade post. That the head office, Khadi and Village Industries Commission Mumbai rejected the request of workman Shri Shankarlal Malviya for changing his post from driver to clerk and informed the same to the state office, Bhopal. It has been pleaded that legally the employee's post cannot be changed into another post and avowment made by the workman in this respect are incorrect. It is prayed that the workman's case be dismissed with cost.

4. The order dated 8-5-08 passed on the ordersheet of this reference proceeding reveals that Shri Ashok Shrivastava, Advocate for workman and Smt. Niranjana Chourasia were present on the said date. Shri Shrivastava submitted that the workman does not want to prosecute the reference proceeding. He requested that no dispute award be passed in the case. Smt. Chourasia conceded to the above submission made by Shri Shrivastava and therefore, the reference was closed for passing no dispute award.

5. It is clear from the above that now no industrial dispute exists between the parties. Therefore, no dispute award is passed in this reference without any orders as to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 22 मई, 2008

सर, अ. 1397.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंध विवादकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 96/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं. एल-42011/11/96-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1397.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/97) Central Government Industrial Tribunal cum Labour Court No-II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 22-5-2008.

[No. L-42011/11/96-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

Presiding Officer: SHRI R. N. RAI I.D. NO.96/1997

IN THE MATTER OF:

Sh. Ashrafi Lal & Ors;
C/o CPWD Mazdoor Union,
E-26 (Old Qtr.), Raja Bazar,
Baba Khark Singh Marg,
New Delhi.

— Claimant

Versus

The Executive Engineer (E),
Electrical Division - III,
CPWD, Pushpa Bhawan,
New Delhi.

— Respondents

AWARD

The Ministry of Labour by its letter No. L-42011/11/96-IR(DU) Central Government Dt. 09/11-07-1997 has referred the following point for adjudication:

The point runs as hereunder—

"Whether the action of the management of CPWD in terminating the services of the workmen, Lift Operators as per list enclosed at annexure "A" w.e.f. 01-02-1995 is legal and justified? If not, what relief the workmen entitled to?"

The case of workmen applicants is that the above management camouflagedly introduced the so called contractor M/s. Three Star Ex. Serviceman Associates but practically the workmen were working under the direct control and supervision of the management. The management made less payment so they raised dispute under the Minimum Wages Act.

The Junior Engineer has accepted that the workmen were performing their duties under the direct control and supervision of the management i.e. CPWD. The management terminated the services of the workmen when they demanded wages of skilled workmen. The contractor is only a name lender. The workmen have worked under the control and supervision of the management. Contract Labour is prohibited for engaging workers. The operation of lift is a permanent work. All the 12 workmen were engaged through contractors. Their services have been terminated on 01-02-1995 illegally. The contract is sham and void. The workmen were the employees of the management.

The case of the management is that, there is no relationship of master and servant. The workmen were engaged by the contractor. As per their status they are the employee of contractor.

That the workmen filed case for less paid minimum wages and court has passed the order vide order dated 21-02-1997 and instructed the contractor to make payment of less paid OTA and wages. The Jr. Engineer has not terminated the services of the workmen. Their duties were not fixed by the Jr. Engineer.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that they were engaged by the contractors but they worked under the complete control and supervision of the management. They were engaged to operate lift. The operation of lift is a permanent nature of work.

It was submitted from the side of the management that the workmen were engaged by the contractors from April, 1993. The contract expired and another contractor engaged different workmen. These workmen operated the lift under the control and supervision of the management from April, 1993 to 01-02-1995. The work is being still

done through contractors. There are regular employees as well contractor's workmen. The contractor's workmen operate the lift. The contractor assigns them duty, makes payment to them. The Junior Engineer supervises not the contract workers but the work performed by them.

From perusal of the record it appears that the management has entered into contract with a contracting agency. The management has obtained registration for employment of 100 contract labourers from the ALC for maintenance etc. in various offices. The management witness has admitted that a new contractor is working at the lift even at present. The lift was given for operation to Three Star Ex. Serviceman Associates on contract basis.

The Jr. Engineer has stated before the ALC that he supervises the work of the contract workers.

In case some work is assigned to contractor workmen there must be somebody to supervise their work. It cannot be said that the workmen worked under the guidance and control of the Jr. Engineer. The Jr. Engineer has to see the performance of the work of contractor. The contract was given for operation of lift. So it was the duty of the Jr. Engineer to ascertain that the work was properly performed by the contractor's workmen. It does not mean that the workmen worked under the control and supervision of the management. No document has been annexed with the record to show that the Jr. Engineer exercised his control over them and granted them leave or made payment etc.

There is no relationship of employer and employee between the parties. The work of operation of lift can be given to any contractor.

The reference is replied thus:—

The action of the management of CPWD in terminating the services of the workmen, Lift Operators as per list enclosed at Annexure "A" w.e.f. 01-02-1995 is legal and justified. The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 14-05-2008 R. N. RAJ, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं.-11, नई दिल्ली को पंचाट (संदर्भ संख्या 57/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं. एल-40012/221/91-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S.O. 1398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 57/92) Central Government Industrial Tribunal cum Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman which was received by the Central Government on 22-5-2008.

(No. L-400122/91-IR (DU))

SURENDRA SINGH, DAWOON & ANNIORE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, NEW DELHI

Presiding Officer: R. N. RAI **L.D. No. 37/1992**
In the Matter of

Sh. Krishan Pal, Claimant
C/o Delhi Labour Union, Aggarwal Bhawan, GT Road, Tia Hazari, Delhi-110054

The Divisional Engineer, Telecom Satellite Communication Project, 151, Transport Centre, Punjabi Bagh, New Delhi-110035

AWARD

The Ministry of Labour by its letter No. L-40012/22/91-IR (DU), Central Government Dtd. 29-06-1992 has referred the following point for adjudication:

The point runs as hereunder:-

"Whether the Divisional Engineer, Telecom Satellite Project, New Delhi is justified in terminating the services of Sh. Krishan Pal, DAWOON & ANNIORE, 14-2-1989? If not, what relief he is entitled to?"

The case of the workman is that he was engaged by the Director (C) Satellite Communication Project, Siri Fort, Naraina, New Delhi w.e.f. 03-06-1988 as labourer. He was treated as a muster roll employee. His services were illegally terminated on 18-2-1989. He has acquired status of temporary employee after completing 240 days of continuous employment. His services could not be terminated.

The case of the management is that the workman was engaged for specific work and on completion of the said work his services were dispensed with. On completion of the Singrauli work he was given employment at Bilaspur Project on 5-2-1989. He was informed that he would be employed on project for specific period. The workman has not completed 240 days, so Section 25 F of the ID Act, 1947 is not applicable. He was engaged in Jan. 1988 and his services were terminated when the work was completed

and earth station located near the maintenance organization and project organization was wound up. The earth station was handed over on 19th December, 1988 and project activities of Singrauli wound up on 29-01-1989.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the contents of his claim statement and has denied most of the para of the claim statement. The management has also denied most of the para of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was engaged on 03-06-1988 as labourer at a consolidated sum of Rs. 900 per month. He continued up to 18-02-1989. His services have been illegally terminated.

It was submitted from the side of the management that he was engaged on Project and Earth Station. When the Project and Earth Station were over, the workman stopped coming to work. He left the job himself.

The management which has acted in its cross-examination that the services of the workman were terminated on 29-01-1989. He was engaged on 04-06-1988. No notice was given to him. He has not completed 240 days. The workman did not continuously worked from 04-06-1988 to 18-01-1989.

It is not his case that he has worked for 240 days. It is not his case that he has worked for 240 days. It becomes quite obvious that the workman has worked from 03-06-1988 to 18-01-1989 on the project thereafter he was given assignment on another project. In all the workman has worked from 03-06-1988 to 17-02-1989.

It is not his case that he has worked for 240 days. He has neither stated in his affidavit nor in claim statement that he worked for 240 days. If 229 days in between 03-06-1988 and 18-02-1989 are counted it comes to 229 days. Even if it is presumed that the workman has worked continuously he has rendered 229 days service including all the Sundays and holidays, so the workman has not completed 240 days and he has not pleaded either in his claim or in his affidavit that he has completed 240 days continuous work.

It is not his case that some juniors to him have been retained in service and he has been retrenched. The workman has worked for 229 days in between 03-06-1988 to 18-02-1989. He has not worked for 240 days so Section 25 F of the ID Act, 1947 is not applicable.

The reference is replied thus:-

The Divisional Engineer, Telecom Satellite Project, New Delhi is justified in terminating the services of Sh. Krishan Pal, DAWOON & ANNIORE, 14-2-1989. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date 15-5-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2008

का. आ. 1399.—औद्योगिक अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार आर्डनेन्स फैक्ट्री के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 8/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2008 को प्राप्त हुआ था।

[सं एल-14012/3/94-आई आर (डी वू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd May, 2008

S. O. 1399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award No. Ref. 8/96 of the Central Govt. Industrial Tribunal-cum-Labour Court No.-II, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ordnance Factory and their workman, which was received by the Central Government on 22-5-2008.

[No. L-14012/3/94-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N. RAI ID.NO.08/1998

IN THE MATTER OF:

Shri Joel Swami,
Son of Shri K.L. Swami, Mechanist,
Grade B, T.No.1640/ 1805 H.G.S.,
Resident of 960, Civil Lines,
Mission Compound,
Meerut (U.P.).

Versus

The General Manager,
Ordnance Factory, Muradnagar,
District Ghaziabad (U.P.)

AWARD

The Ministry of Labour by its letter No. L-14012/3/94 IR(DU) Central Government Dt. 27-12-1995 has referred the following point for adjudication:

The point runs as hereunder:—

“Whether the action of the management of Ordnance Factory, Muradnagar in removing from services to Shri Joel Swami S/o Shri K.L. Swami, Mechanist grade B vide orders dated 28-9-83/28-4-84 is legal and justified? If not, to what relief the workman is entitled to?”

Brief facts of the case as stated in the claim statement are that the above Ordnance Factory, Muradnagar, District Ghaziabad is a Unit of Union of India, Ministry of Defence and a registered factory under the provisions of the Factories Act, 1948 which is engaged in manufacturing of Arms, Ammunitions with the mark of Ordnance for the defence forces.

That the workman was initially appointed as Vehicle Mechanic Mate (Token No. 1962) in the Corps of Electrical and Mechanical Engineering, Army Headquarters, New Delhi under the Ministry of Defence, Government of India, at 510 Army Base Workshop, Meerut Cantt. during April, 1963 by the Director of Electrical and Mechanical Engineer (Major General) from where the workman was transferred to Ishapur Rifle Factory as a Mechanist 'C' Gde. During the year 1966 and thereafter the workman was transferred to Ordnance Factory, Muradnagar (District Ghaziabad) during the year 1971 as a Mechanist 'B' Grade under the Ministry of Defence, New Delhi through the Director General of Ordnance Factories, Calcutta.

That though the workman sustained the injury during the working hours in the factory in the presence of co-workers and they also advised the workman to get his report prepared, yet he did not report the matter taking it to be a normal thing and function of the machine without insisting for an accident/injury report.

That on 30-11-1978, suddenly the aforesaid injury developed to such an extent that the hand upto the shoulder of the workman began to pain badly with swelling. The workman, therefore, could not join his duties from 30-11-1978.

That the workman went into the treatment at the P.L.Sharma Government Hospital, Meerut and submitted his leave application dated 3-12-1978 to his Foreman in the Factory through one of his Co-worker Sri Mahesh Diamond (T. No. 4556 Mechanist) which he handed over in the Section and the workman continued to take treatment in the Hospital, but all efforts and treatment in vain, as he could not get relief.

That on 8-12-78, the workman, in spite of bad condition, sent his another leave application through his another co-worker Sri Anwar Ahmad (T.No. 1896 Mach.) which he handed over in the Section.

That on 10.12.1978, while continuing with his treatment in P.L.Sharma Hospital, Meerut, the workman sent his another leave application by post Under Certificate of Posting.

That after taking treatment for about 15 or 16 days in P.L. Sharma Hospital, Meerut in Allopathic System of Medicines when the workman could not get any relief some of his well wishers advised the workman concerned to go up of Homeopathic System of Medicine. Hence the workman finding no alternative, went under Homoeopathic treatment in the Meerut Municipal Homoeopathic

Dispensary. While continuing with the Homoeopathic Treatment the workman sent another leave application dated 9-1-1979 to the authorities concerned under the Certificate of Posting.

That on 21-2-1979, the workman sent his another leave application alongwith three Medical Certificates to the authorities concerned under Registered A.D. Post.

That inspite of submission of leave applications from time to time alongwith medical certificates within the stipulated period of 15 days, the authorities could not be satisfied and they issued a charge sheet No. LB/412/PP dated 24-2-1979 under Rule 14 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 which was served upon the workman at his residential address 960, Mission Compound, Civil Lines, Meerut by registered post.

That the said Shri Joel Swamy T.No.1805/HGS while functioning as Mech. B Gde is charged for Gross misconduct unauthorised absence from duty in so far he is absenting from duty w.e.f. 1-12-78 without permission/submitting any unfitness Medical Certificate.

The management has filed written statement. It has been stated therein that the activities/functions of Ordnance Factory, Muradnagar are of sovereign nature which is not to be treated as an Industry under the Industrial Act, 1947. Moreover, the condition of the services of the employees working in this organization are governed by the Fundamental and Supplementary Rules, CCS(CC&A) Rules, 1965, Civil Services (Temporary Service Rules), Revised Leave Rules, Civil Services Regulations of Civilians in Defence Service or any other Rules or Regulations that may be notified in this behalf by the appropriate Government in the official gazette.

That in this connection, it is also submitted that as per Govt. of India, Ministry of Labour letter No.140-22/1/86-D.II(B) dated 22-7-1988, Ordnance Factories do not come under the purview of Industrial Act, 1947 as their functions are of sovereign nature which are not to be treated as an Industry under the I.D. Act. A true copy of letter dated 22-7-1988 is annexed as annexure R-1 to this reply.

That it has been held by the Hon'ble Supreme Court of India in its judgement dated 21-2-1978 in the case of Bangalore Water Supply and Sewerage Board covering the definition of Industry under the I.D. Act, 1947 wherein it has been held that services governed under Articles 310 and 311 of the constitution should not be considered as Industry within the meaning of the Industrial Dispute Act. In the present case, it is humbly submitted that the services of the Applicant are governed under Articles of 310 and 311 of the Constitution of India, 1950 and therefore this Hon'ble Tribunal has no jurisdiction to entertain this Application.

That it may be pertinent to mention here that Administrative Tribunal Act, 1985 provide for adjudication or trial by Administrative Tribunal Act, 1985 provide for

adjudication or trial by Administrative Tribunal of disputes and complaints with respect to recruitment and conditions of services of persons appointed to Public Services and posts in connection with the affairs of Union or of any State or of any Local or other Authority within the Territory of India or under the Control of the Government of India or of any Corporation or Society owned or controlled by the Government in pursuance of Articles 323 A of the Constitution and for matters connected therewith are incidental thereto.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the workman as employed in the Ordnance Factory which is a unit of Union of India, M/o. Defence and is a registered factory under the provisions of Factories Act, 1948. He was appointed as Vehicle Mechanic Mate in the year 1962. He was transferred to Ichchar Ordnance Factory in the year 1963.

That the concerned workman sustained injury during the working hours in the factory but he did not report the matter taking to be a normal. He did not report the incident.

That on 30-11-1978 the shoulder of the workman began to pain badly with swelling; therefore, the workman could not join on 30-11-1978. He obtained treatment from P.L. Sharma Government Hospital, Meerut and submitted his leave application on 03-12-1978 through his co-worker, Sh. Mahesh Chand. On 08-12-1978 he sent another letter through Sh. Anwar Ahmed. Thereafter, he took Homeopathic treatment as he was not cured. He sent leave application on 09-01-1989.

That the management constituted an inquiry against him and removed him for his unauthorized absence.

It was submitted from the side of the management that the Ordnance Factory is carrying out work of the nature of sovereign function and it is not an Industry under the ID Act, 1947. His service conditions are governed under CCS (CC&A) Rules, 1965, Civil Services Revised Rules.

That the GOI, M/o. Labour dated 22-07-1988 has declared that Ordnance Factory does not come under the purview of ID Act, 1947 as their functions are of sovereign nature.

That the Hon'ble Apex Court in its judgment has held that services governed under Sections 310 & 311 of the Constitution should not be considered as Industry within the meaning of Industrial Dispute Act. The services of the applicant are governed under article 310 and 311 of

the Constitution of India, 1950 and therefore, the Tribunal has no jurisdiction and Administrative Tribunal Act, 1985 is provided for adjudication or trial.

It is admitted to the management that Ichchapur Ordnance Factory is registered under the Factories Act, 1948. It has been held by the Hon'ble Apex Court in the Constitution Bench Judgment in Bangalore Water Supply that the Ordnance Factory or Artillery is an Industry.

The analogy stated in judgment of the Hon'ble Apex Court in Bangalore Water Supply is that if arms are manufactured by private undertaking it would be Industry in case the Government is manufacturing arms and ammunitions that part of the Government undertaking cannot fall beyond the purview of Industry.

Jurisdiction is always conferred by a statute. Section 14 of the CAT 1985 confers jurisdiction on Central Administrative Tribunal. The CAT has jurisdiction in regard to service matters of All India service or any Civil Services of the Union or a Civil Post under the Union or to a post connected with defence or any defence service. So the jurisdiction of the CAT is confined to the service matters of All India Services or any Civil Services of the Union or any Civil Post under the Union or services rendered in defence. The CAT has absolutely no jurisdiction to entertain the cases of industrial workers. The workman is undoubtedly industrial worker.

Since the Ordnance Factory is manufacturing arms and ammunitions. It is registered under the Factories Act, so it is an industry and it will not cease to be an industry by declaration of the M/o. of Labour against the provisions of the ID Act, 1947 and Constitution Bench Judgment of the Hon'ble Apex Court.

I find no force in the contention of the management that the service conditions are governed by CCS rules. The CCS Rules prescribe procedure for conducting inquiry. The applicant of CCS Rules be a set of employees in the matters of inquiry, will not make the employees holding civil post. The employee in the instant case is an employee of the Factory registered under the Factories Act, 1948, so by mere resorting to procedure of inquiry he should not cease to be a workman. The respondents are an Industry and the petitioner is workman.

From perusal of the records it transpires that the workman was removed in 1983 and he has raised this dispute in the year 1996 after a long gap of 13 years. He has not explained about the delay which prevented him from raising the dispute earlier.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 13 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under:—

"Law does not prescribe any time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 13 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

In the instant case the workman has absented himself unauthorisedly on several occasions. The working of the management suffered setback due to unauthorized absence of the workman.

It has been held by the Hon'ble Apex Court that no industrial dispute existed or could be even said to have been apprehended the Central Government exercised powers in this case after a lapse of about seven years.

It has been held in 1993 AIR SCW 2224 that the delay would certainly be fatal if it has resulted in material evidence relevant to the contention is lost and not rendered available. Lapse of time results in losing the remedy and right as well.

It has been also held in this case that case filed after delay of 7—9 years should not be entertained.

It has been held in MANU/SC/0140/1959 that merely because the industrial dispute does not provide for a limitation for raising the dispute it does not mean that the dispute can be raised at any time and without regard to the delay and reasons therefor. There is no limitation for reference of disputes to an industrial tribunal even so it is only reasonable that the disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed particularly so when disputes relate to discharge of workmen wholesale.

In the instant case the workman has raised the dispute after long delay of 13 years.

It has been held in AIR 1993 SC 2277 that delay itself dis-entitles a workman of remedy and right.

There is delay of nine years and in the light of the law laid down by the Hon'ble Apex Court. The reference itself is not maintainable.

The workman has not filed certificates which made him enable to move. He has gone on sending applications through colleagues as is alleged. If it is taken to be proved in that case also the workman has remained unauthorisedly absent. He was suffering from shoulder pain and his medical certificate shows that he was not in a condition that he could not move, so he remained unauthorisedly absent deliberately. The inquiry is fair. The workman is not entitled to get any relief.

The reference is replied thus: —

The action of the management of Ordinance Factory, Muradnagar in removing from services to Shri Joel Swami S/o Shri K. L. Swami, Mechanist Grade E vide orders dated 28-9-83/28-4-84 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 15-02-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2008

का. आ. 1400.—जबकि मैसर्स एनटीपीसी-सेल पावर कम्पनी (प्रा.) लि. [कोड संख्या डी एल/26597 दिल्ली (उत्तरी) क्षेत्र में] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी सभान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार द्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों का ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 18-5-2008 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/25/2007-एस. एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 4th June, 2008

S.O. 1400.—Whereas M/s NTPC-SAIL Power Company (P) Ltd. [under Code No. DL/26597 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act),

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 18-05-2008 until further notification.

[No. S-35015/25/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 23 मई, 2008

का.आ. 1401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इंडियन एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय (सं.-II), नई दिल्ली के पंचाट (संदर्भ संख्या 36/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-08 को प्राप्त हुआ था।

[सं. एल-11012/38/96-आई.आर. (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/97) of the Central Government Industrial Tribunal (No. II), New Delhi now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Indian Air lines and their workman, which was received by the Central on 23-5-2008.

[No. L-11012/38/96-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II
NEW DELHI

PRESIDING OFFICER: R.N. RAI

I.D. No. 36/1997

IN THE MATTER OF:

Smt. Rajini Puri,
A-114, Defence Colony,
New Delhi.

— Claimant

Versus

**The General Manager (IR),
Indian Airlines Limited,
Airlines House,
New Delhi-110 001.**

—Respondents

AWARD

The Ministry of Labour by its letter No. L-11012/38/96-IR(C-I) Central Government Dt. 07-03-1997 has referred the following point for adjudication :

The point runs as hereunder :—

"Whether the claim of Mrs. Raji Puri that she remained in continuous employment of Indian Airlines from 1990 till 12-01-1995 is correct? If so, whether the termination of her services by the management w.e.f. 13-01-1995 is legal and justified? If not, to what relief is Mrs. Raji Puri entitled and from which date."

The case of the workman is that she has been continuously working in the Indian Airlines right from 25-10-1989 to 12-01-1995 except for small artificial breaks.

The management has not issued any appointment letter in spite of demands. The management deliberately and with the object of denying permanent employment by giving artificial break keeping the workman on temporary/casual basis continuously with artificial breaks just to avoid and evade her permanent absorption. She has completed 240 days of continuous service and she is entitled to protection of Section 25 F G & H of the ID Act, 1947.

That the workman worked under the control and supervision of the management. The work to her was assigned by the management. The management has all the control over the workman.

The case of the management is that the claimant was deputed by Service and Employment Department of M/s. Caompto Electronics who had agreed to place caomptometer with the respondent on hire basis vide their letter dated 22-02-1988 for operation of the machine they deputed caomptomist from their Service and Employment Department who was to be paid the sum by the respondent as detailed decided and revised by M/s. Caompto Electronics in their letters from time to time on casual/daily rated basis. Such caomptomist was to be deputed by them to operate the machine as and when required on casual daily rated basis. Initially one Mr. S.P. Sharma was deputed by M/s. Caompto Electronics. The claimant was also one of the caomptomist deputed by M/s. Caompto Electronics from time to time. She was initially engaged on Rs. 75 per day and at last it was raised to Rs. 100 per day. Initial sanction of engagement of casual caomptomist were obtained whenever such engagement

were resorted to and subject to certification regarding the actual number of days worked by the caomptomist deputed by M/s. Caompto Electronics.

That in the year 1997 a policy decision was taken to stop in house data entry work due to administrative reasons. The contract of maintenance of data entry machine of the respondent was withdrawn and an agreement was entered with another agency M/s. Apt Automation Pvt. Limited. As a result the caomptometers were also not required.

The claimant was never an employee of the respondent there never exists relationship of employer and employee. The claimant was not under the control and supervision of the management at any point of time.

That as per the settlement entered into by the respondent with the recognized union of the employees working with the respondent namely Air Corporation Employees Union the seniority and appointment of Stock Verifiers and caomptomist was merged with accounts/audit and no separate seniority list was required to be maintained by the respondent for caomptomist.

The certification filed by the claimant was issued by the respondent only to certify the number of days for which she actually worked for the purpose of making payment. The respondent had stopped in house data entry work and therefore, the caomptomists hired from M/s. Caompto Electronics were no more required on determination of contract of hiring of caomptometer. The claimant was no more required by the said M/s. Caompto Electronics with the respondent.

The workman applicant has filed rejoinder. In the rejoinder she has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Hear argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that she worked continuously from 1989 to 1995 under the supervision and control of the management. She was directly engaged by the management and payment to her was directly made by the management. She worked under the control and supervision of the management. The officers of the management assigned duties to her. A notification dated 06-06-1992 was also issued from Indian National for the post of Comptist in the pay scale of Rs. 1185—1785.

It was submitted from the side of the management that M/s. Caompto Electronics supplied the comptist and machine for data entry work. The workman was engaged by M/s. Caompto Electronics. She did not work directly. The management wanted to create post of Caomptomist

and a notification was issued but a general ban was put on further recruitment, so no recruitment of caomptists have been made. The work of caomptist has been abolished and M/s. Apt Authomation was assigned the work of data entry and computers were introduced. There was no work of caomptist as computers were introduced. The workman was engaged by M/s. Caompto Electronics.

From perusal of the records it becomes quite obvious that the management has issued certificate to the workman directly as casual caomptist and payments have been made to the workman directly by the management, so the workman has worked under the control and supervision of the management all along. In the circumstances the contract with M/s. Caompto Electronics is sham and ruse. The workman worked under the control and supervision of the management right from engagement till her removal.

The management has filed contract entered with M/s. Caompto Electronics. M/s. Caompto Electronics was given Rs. 125 per day and the junior caomptist were paid Rs. 3,000 per month. The management has filed documents to show that they had hired a caomptometer machine from the above company on a monthly rent of Rs. 250, both caomptist and machine w.e.f. the forenoon of 2nd February, 1998 and they employed Eaomptist periodically on periodical sanction.

The workman worked under the control and supervision of the management. She has been performing duties directly under the direction of the management. The management has paid her PLI for the years 1991-1992, 1992-1993 & 1993-1994, she has been paid PLI by the Dy. Manager (Finance). This documents establishes that she was treated as employee by the management. There is no document to prove that payment to the workman was made by M/s. Caompto Electronics. That there is copy of agreement MW/1 but the management engaged the workman directly and paid rent of caomptometer to the caomptist.

In the circumstances of the case the workman has been directly engaged by the management. She has worked continuously from 1989 to 1995 under the control and direction of the management on the caomptometer supplied by M/s. Caompto Electronics.

M/s. Caompto Elections was contracted out as per the documents submitted by the management and the contract was awarded to M/s. Apt Authomation Pvt. Limited. The management has introduced computers for the work of data entry.

The workman has been engaged by the management directly and she has worked regularly right from 1989 to 1995 under to control and supervision of the management. It is true that a contract has been entered with M/s. Caompto Electronics and amount of casual labour and rent of caomptometer has been sanctioned by the management periodically, so it cannot be said that there was no post of caomptist under the management. M/s. Caompto

Electronics supplied caomptometer and the management directly engaged the workman.

The certificates filed by the management show that the workman has been given work periodically after obtaining sanction of the competent authority. The workman has been paid every amount after postfacto sanction, so it cannot be said that the work was of permanent and continuous nature.

However, the workman has worked from 1989 to 1995. The management was duty bound to pay her retrenchment compensation and one month's pay in lieu of notice. Since there is no sanctioned post and post of caomptist has been abolished, the management is taking work from computers. In the facts and circumstances of the case, compensation should be granted.

The workman has been dis-continued without payment of retrenchment compensation and one month's pay in lieu of notice. Provisions of Section 25 F of the ID Act, 1947 is attracted. The workman is entitled to an amount of Rs. 1,00,000 by way of compensation in lieu of reinstatement as the post of caomptist has been abolished.

It has been held in (2007) 9 Supreme Court Cases 353 as under :-

"Labour Law - Industrial Disputes Act, 1947 - S.25-F - Relief to be given for violation of Grant of compensation instead of reinstatement with full back wages—When warranted - Workman appointed as daily wager, working for only a short period, raising industrial dispute almost six years after dismissal, and there being question as to the whether his appointment had been made in terms of the statutory rules in the first place - Held, relief of reinstatement with full back wages would not be granted automatically only because it would be lawful to do so - Several factors have to be considered, two of them being as to whether appointment in question has been made in terms of the statutory rules, and the delay in raising the industrial dispute - In present case, keeping in view the nature and period of services, and the delay in raising the industrial dispute, award of reinstatement with back wages substituted by compensation of Rs. 75,000."

The Hon'ble Apex Court has held that in case the post is not sanctioned, work is not continued, order of compensation should be given. The workman is entitled to compensation of Rs. 1,00,000 (Rs. One Lakh Only) in lieu of reinstatement.

The reference is replied thus :-

The claim of Mrs. Raji Puri that she remained in continuous employment of Indian Airlines from 1990 till 12-01-1995 is correct. The termination of her services by the management w.e.f. 13-01-1995 is neither absolutely legal nor justified. The workman applicant is entitled to an amount of Rs. 1,00,000 (Rs. One Lakh Only) by way of retrenchment compensation and one month's pay in lieu of

notice within two months from the date of the publication of the award.

The award is given accordingly.

Date: 08-05-2008

R.N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मोदीलुफ्ट, मै. रॉयल एयरवेज एंड मै. स्पाइस जेट लि. के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय (सं.-II), नई दिल्ली के पंचाट (संदर्भ संख्या 39, 49, 46 एंड 48/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2008 को प्राप्त हुआ था।

[सं. एल-11012/19/2006-आई आर (सी-1)]

[सं. एल-11012/17/2006-आई आर (सी-1)]

[सं. एल-11012/3/2006-आई आर (सी-1)]

[सं. एल-11012/5/2006-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39, 49, 46 & 48/2006) of the Central Government Industrial Tribunal (No. II) New Delhi now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Modiluft, M/s. Royal Airways & M/s. Spice Jet Ltd., and their workman, which was received by the Central on 23-5-2008.

[No. L-11012/19/2006-IR(C-I)]

[No. L-11012/17/2006-IR(C-I)]

[No. L-11012/3/2006-IR(C-I)]

[No. L-11012/5/2006-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
NEW DELHI

PRESIDING OFFICER: R.N. RAI

I.D. Nos. 39/2006, 49/2006, 46/2006 & 48/2006

IN THE MATTER OF:-

Shri Narendra Singh & 3 Ors.,

S/o. Sh. Jiya Ram,

R/o. 170, Balmukund Khand,

Giri Nagar, Kalkaji,

New Delhi-110019.

Versus

M/s. Modiluft Limited, M/s. Royal Airways
& M/s. Spice Jet Limited,
Cargo Complex, IGI Airport,
Terminal No. 1-B,
New Delhi-110037.

AWARD

The Ministry of Labour by its letter Nos. L-11012/19/2006-IR (CM-I) dated 19-06-2006, L-11012/17/2006-IR (CM-I) dated 19-06-2006, L-11012/3/2006-IR (CM-I) dated 19-06-2006, L-11012/5/2006-IR (CM-I) dated 19-06-2006, has referred the following point for adjudication.

The points run as hereunder :-

"Whether the action of the management of Modiluft/Royal Airways/Spice Jet Limited in terminating the services of Sh. Narendra Singh w.e.f. 01-01-2002 is just, fair and legal? If not, to what relief is the concerned workman entitled and from which date?"

"Whether the action of the management of Modiluft/Royal Airways/Spice Jet Limited in terminating the services of Sh. Mohan w.e.f. 01-01-2002 is just, fair and legal? If not, to what relief is the concerned workman entitled and from which date?"

"Whether the action of the management of Modiluft/Royal Airways/Spice Jet Limited in terminating the services of Sh. Anand Prakash S/o. Sh. Daya Chand w.e.f. 01-01-2002 is just, fair and legal? If not, to what relief is the concerned workman entitled and from which date?"

"Whether the action of the management of Modiluft/Royal Airways/Spice Jet Limited in terminating the services of Sh. Bhagwan Dass w.e.f. 01-01-2002 is just, fair and legal? If not, to what relief is the concerned workman entitled and from which date?"

I.D. Nos. 39/2006, 49/2006, 46/2006 & 48/2006 involve common dispute. These are connected cases and they can be adjudicated by common award. The grounds of all the cases mentioned above are almost the same except of change in dates of legal demand notice and salary and post i.e. individual particulars. So all the above mentioned cases are taken up together.

The claimants have filed claim statement. The case of Sh. Narendra Singh is that he was employed at the post of Loader on the last drawn wages of Rs. 2480 per month and he performed his duties sincerely and honestly. No complaints were made during the course of his employment. No chargesheet was served on this workman. The workman was employed in Modiluft Limited initially, MGH Express Limited address 98, Hemkunt Tower, Nehru Place, New Delhi. Thereafter the workman was transferred to M/s Royal Airways and the management again changed

the name of the company as Spice Jet Limited and it is still operating.

That the respondents mala fide did not release the earned wages of the workman from 01-11-2001 to 01-01-2002 and they illegally removed him on 01-01-2002 illegally and arbitrarily without serving any chargesheet on him in breach of section 25 F of the ID Act, 1947.

That the workman sent registered demand letter dated 21.04.2005 through registered post stating therein to reinstate the workman but the respondents did not make any reply to the illegal demands and engaged fresh candidates and have engaged more than 50 workers on contract basis. That the workman is unemployed and facing starvation.

The case of the workman Sh. Anand Prakash is that he was engaged as Driver on the last drawn wages of Rs.6000 per month.

The case of Sh. Bhagwan Dass and Sh Mohan is that they were employed as Loader on the last drawn salary of Rs.2480 per month. All the other grounds are common as stated above.

The Management has filed written statement. In the written statement it has been stated that the Modiluft Limited became a Scheduled Air Transport Service pursuant to its Air Transport Service Permit dated 20.11.1994 issued to it by the Director General of Civil Aviation. It was functioning with the support of technical know-how with M/s. Lufthansa and agreement to this effect was duly executed between the parties. The said agreement was terminated in the year 1996 and Director General of Civil Aviation did not renew its permit to operate Scheduled Air Transport Services after 19-11-1996 and the workmen ceased to be in the employment as early as in the year 1996. Thereafter, Modiluft Ltd. never did any business and it was taken over by the new management.

That the company was inoperative between the periods 1996 to April 2005. In 2001-2002 there were no operations and hence there was no question of employing any workman. The Airline operations of the Spicejet Limited were re-launched by the New Management only on 23.5.05 after issue of new permit by Director General of Civil Aviation on 17.5.05. It reveals that the claims of the workmen are frivolous, baseless, unfounded, and not at all maintainable.

That it is a matter of testing of employment by way of any documentary evidence on affidavit of workman for which he is claiming back wages for the period, in which, he was never in the employment. In fact the purpose of the workmen is to extract undue financial gain which shows the mala fide intention of the workmen.

That Spice Jet Ltd. came into existence w.e.f. 29.4.05 after name change. Hence there exists no relationship of

employer and employee between the parties and in the absence of relationship of master and servant this Hon'ble authority has no jurisdiction to entertain of try this suit / Statement of Claim of the workmen.

That without admitting anything stated in the statement of claims it is further submitted that the workman did not approach the court after the abandonment of services in the year 1996. It is only in 2005, when the company started its operations; the workman with mala fide intention approached the Conciliation Officer after a delay of nine years. The claim is therefore liable to be rejected on this ground alone as the same is barred by laches.

It is further submitted that the workmen in the present dispute are making unsuccessful desperate attempts to make the Management liable for their own faults. The workmen are trying to build up a fictitious case where he is seeking to bind the company for violation of his imaginary rights.

They have not approached the authority with the clean hands and after seeing the growth of the company, tried to file his frivolous claim with mala fide as well as with intent to mislead the Hon'ble authority.

It is further denied that the workmen did not give a single chance of grievance and that they worked with dedication. It is submitted that workmen abandoned their employment in the year, 1996 and never reported for duty thereafter. The workmen are making false statements and allegations merely to cover their laches in filing his fictitious claims before this Hon'ble Court. It is also submitted that there is no question of serving any notice, charge sheet of holding any enquiry against the workmen as the services of the workmen were never terminated by the management but they voluntarily abandoned their services with the management in the year 1996.

It is specifically denied that the management terminated the services of the workmen. That it is a matter of testing of employment by way of any documentary evidence on affidavit of workmen for which they are claiming back wages for the period, in which, they were never in the employment. In fact the purpose of the workmen is to extract undue financial gains which shows the mala fide intention of the workmen. It is submitted that there is no question of compliance with Section 25-F of the Industrial Act, 1947 as the workmen abandoned the services of the Management and such abandonment is not envisaged under Section 25-F of the ID Act. It is further denied that the Management has violated the provisions of Section 25-F of the Industrial Disputes Act, 1947 ("Act"). It is submitted that the workmen voluntarily abandoned their services with the Management in November 1996 and as such abandonment does not constitute termination of services for the entitlement of retrenchment compensation.

as provided in Section 25-F of the Act and therefore there is no violation of Section 25 -F of the Act and accordingly there is no occasion for the workmen to claim retrenchment compensation as alleged.

It is further submitted that there is no question of framing a charge sheet against the workmen as the workmen abandoned their services with the Management. Since there was not termination of services, the Management is not liable to state any reason; rather, workmen are alone responsible for the consequence following abandonment of services with the management. The workmen should be put to strict proof of their allegation of alleged violation of the Act.

It is denied that the management ever received the alleged legal notice. It is submitted that the workmen even though have not furnished a copy of the alleged notice to the management.

It is wrong to allege that the workmen are unemployed since 2002. They should be put to strict proof thereof. It is submitted that the Management has learnt that the workmen after voluntarily abandoning the services of the Management started gainful employment somewhere else otherwise there is no reason to show why a claim is being filed after a gap of nine years. It is submitted that the workmen in the present dispute are making unsuccessful desperate attempts to make the management liable for their own faults. The workmen are trying to build up a fictitious case where they are seeking to bind the company for violation of their imaginary rights.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that they were employed by the respondents after following the recruitment process. The respondents illegally detained their wages almost for 2-3 months and removed them from service without compliance of section 25 F of the ID Act, 1947.

It was further submitted that M/s. Modiluft Limited changed its name to M/s. Royal Airways Limited and thereafter M/s. Spice Jet Limited where as the same management is still continuing operation of the flights. There is only change in name, the proprietor and the shareholders are the same. The respondents have illegally removed the workmen and taken fresh hands and some of the employees have been outsourced by the present management.

It was submitted from the side of the respondents that M/s. Modiluft Limited was functioning with the support of technical knowhow with M/s. Lufthansa and an agreement to this effect was duly executed by the parties. The said agreement was terminated in the year 1996 and the Director General, Civil Aviation did not renew its permit to operate scheduled air transport service after 19-11-1996 and the workmen ceased to be in employment as early as in the year 1996. M/s. Modiluft never did any business and it was taken by a new management.

It was further submitted that the company was not in operation from 1996 to 22.05.2005 the Airlines operation of Spice Jet Limited were re-launched by the new management only on 23.05.2005 after issue of new permit by Director General of Civil Aviation on 17.05.2005.

It was further submitted that there exists no relationship of employer and employee between the parties and in the absence of relationship of master and servant the court has no jurisdiction to entertain the statement of claim.

It was further submitted that the workmen abandoned their services in the year 1996 with M/s. Modiluft Limited as became sick and closed its operation as Director General, Civil Aviation did not renew its permit to operate scheduled air transport services after 19.11.1996.

It was further submitted that the workmen left the services of M/s. Modiluft voluntarily and they have raised this dispute after a gap of nine years. The dispute is barred by time also.

It was further submitted by the management that this court has no jurisdiction to entertain the case as there is no retrenchment u/s. 2(oo) (bb) of the ID Act, 1947. The workmen have voluntarily abandoned their services with M/s. Modiluft Limited when it became sick and no further permit was renewed by the Director General, Civil Aviation. The workmen stopped coming and they undertook different jobs at that time. They have approached this Hon'ble Tribunal when M/s. Spice Jet Limited started its operation M/s. Spice Jet Limited is not an organization in any way related to M/s. Modiluft. The directors and the entire management is changed and M/s. Spice Jet Limited is a new organization comprising of different shareholders, Directors and Proprietors.

The case of the workmen is that they worked in M/s. Modiluft thereafter their services were transferred to M/s. Royal Airways. Their services were dispensed with on 01.01.2002. The workmen have annexed with the statement of claim letters of appointment of M/s. Modiluft. The workmen have not annexed with the record any document regarding their employment with M/s. Royal Airways or with M/s. Spice Jet Limited. There is absolutely no document on the record except the affidavit of the workmen.

It has been held by the Hon'ble Apex Court that the affidavits are self serving and relation of employer and employee cannot be held established on the basis of mere assertions made in the affidavits. In case the workmen worked upto 2002, they should have filed some documents to establish their contention. No such document has been filed. In affidavit it has been asserted that they worked with M/s. Royal Airways Limited as well as with M/s. Spice Jet Limited. The workmen's witness has admitted that he has no document except one letter issued by M/s. Royal Airways to him regarding his submitting of BIODATA in the year 1998.

This witness has admitted that M/s. Modiluft was not in operation in the year 1996.

From perusal of the documents on record it becomes quite obvious that the workmen were employed by M/s. Modiluft no doubt for a short period but they have not filed any document to establish that their services were transferred to M/s. Royal Airways. The workmen's witness has admitted that M/s. Modiluft Limited ceased to operate in the year 1996 and it is also admitted that flight operations started from 28-04-2005.

From the document on record it is established that the workmen worked with M/s. Modiluft Limited up to 19-11-1996. There is no proof of their working either with M/s. Modiluft or with M/s. Royal Airways or with M/s. Spice Jet Limited after 19-11-1996.

My attention was drawn to Nadungadi Bank Limited Vs. K.P. Madhavankutty as under:

"Law does not prescribe any time limit for the appropriate government to exercise its powers under section 10 of the ID Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers. In this case after a lapse of about seven years of the order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject matter of reference under section 10 of the ID Act. As to when a dispute can be said to be stale would depend on the facts and circumstance of each case. When the matter has become final, it appears to us to be rather incongruous that the reference be made under section 10 of the Act in the circumstances like the present one. In fact it could be said that there was no dispute pending at the time when the reference in question was made.

It has been held by the Hon'ble Apex Court that no industrial dispute existed or could be even said to have been apprehended with Central Government exercised powers in this case after a lapse of about seven years.

In the instant case also the workmen have filed proof of their working up to 19-11-1996 whereas they have raised the dispute in the year 2006 after a delay of nine years. Thus, the reference itself sent by the Government in view of the law laid down by the Hon'ble Apex Court is barred by delay.

It has been held in 1993 AIR SCW 2224 that the delay would certainly be fatal if it has resulted in material evidence relevant to the contention is lost and not rendered available. Lapse of time results in losing the remedy and right as well.

It has been also held in this case that case filed after delay of 7-9 years should not be entertained.

It has been held in MANU/SC/0140/1959 that merely because the industrial dispute does not provide for a limitation for raising the dispute it does not mean that the dispute can be raised at any time and without regard to the delay and reasons therefor. There is no limitation for reference of disputes to an industrial tribunal even so it is only reasonable that the disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed particularly so when disputes relate to discharge of workmen wholesale.

In the instant case the workmen have raised the dispute after long delay of nine years. They have not given satisfactory explanation for this extra-ordinary delay. There is no explanation worth the name in the claim statement as to what prevented the workmen to raise the dispute earlier whereas they have not filed any proof of their working beyond 19-11-1996. The workmen kept silent from 29-11-1996 and raised this matter in 2006.

It has been held in AIR 1993 SC 2277 that delay itself dis-entitles a workman of remedy and right.

There is delay of nine years and in the light of the law laid down by the Hon'ble Apex Court. The reference itself is not maintainable.

Another question raised is whether there is retrenchment u/s. 2(cc)(bb) of the workmen or the workmen have voluntarily left the services of M/s. Modiluft when it closed its operation. The management has annexed documents with the records regarding creation of new organization M/s. Spice Jet, the extract of proceedings of the board meeting held on June, 2001 has been annexed with the record.

It transpires from perusal of the document that there is no mention of M/s. Modiluft or M/s. Royal Airways in this document. M/s. Spice Jet was constituted by different Directors.

My attention was drawn to judgment of Hon'ble Madras High Court N.K. Md. Khan etc. It has been held in this case that if there is any retrenchment it shall be deemed to have been made by the previous employer and it would be the previous employer who would be competent to give

the notice in accordance with the provisions of Section 25 F of the ID Act, 1947.

The retrenchment has been defined in the ID Act, 1947 u/s 2(oo)(bb) as termination of service. In the instant case infact there was no retrenchment or termination of the services. Had there been any retrenchment or termination of services, the workmen would have made representation in the year 1996 with M/s. Modiluft who stopped operation. No document has been filed on the record by which it cannot be said that the services of the workmen were terminated in the year 1996 and they made representations. There is no document of making any representations subsequent to the alleged termination of the services.

The workmen have approached this Tribunal in 2006. The appropriate government has sent the reference in June, 2006 after 10 years of alleged termination of the services of the workmen. The workmen have failed to prove that their services were terminated in 2002. They have not made any representations in the year 2002 and they have not claimed any wages in the year 2002. It indicates that infact the workmen abandoned their services with M/s. Modiluft ceased to operate its flight for the reason of non-renewal of permit by the Director General, Civil Aviation and the workmen stopped going to M/s. Modiluft.

Some of the old shareholders and Directors of M/s. Modiluft along with the other shareholders have created a new organization M/s. Spice Jet. The company was in-operative between 1996 to April, 2005. There was no operation in 2001 and 2002 and so there was no question of employment of the workmen. The airline's operation of M/s. Spice Jet Limited were re-launched by the changed management on 23-05-2005 after issue of new permit by Director General, Civil Aviation on 17-05-2005.

It appears that when the changed organization of M/s. Spice Jet Limited re-launched its operation by the new management, the workmen approached this tribunal to get employment after abandonment of their services in 1996.

From perusal of the documents it becomes quite obvious that the services of the workmen were not terminated in the year 2002. They voluntarily abandoned the services of M/s. Modiluft in the year 1996. The workmen for the first time approached the Conciliation Officer after complete gap of nine years.

There is no termination of the workmen either defacto or dejure.

The Tribunal resumes jurisdiction when there is retrenchment or termination of services either defacto or dejure. In the instant case the workmen themselves have abandoned their services after operation of M/s. Modiluft ceased.

From the above it becomes quite obvious that the workmen were employed with M/s. Modiluft which stopped its flight operation for non-renewal of flight permit. It also becomes quite obvious that the workmen

abandoned the services of M/s. Modiluft on closing of its operation.

The workmen have worked with M/s. Modiluft up to 19-11-1996 and they have raised this dispute when M/s. Spice Jet Limited started its operation. The workmen have filed no document of their working with M/s. Royal Airways or with M/s. Spice Jet Limited. There is no termination of services of the workmen and no wages are due as they have remained silent for long 10 years.

M/s. Modiluft/Royal Airways/Spice Jet Limited has not terminated the services of Sh. Narender Singh, Sh. Mohan, Sh. Anand Prakash & Sh. Bhagwan Dass w.e.f. 01-01-2002. The workmen applicants are not entitled to reinstatement or retrenchment compensation. They are also not entitled to get three month's wages as mentioned in the claim statement.

The reference is replied accordingly.

Date: 13-05-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1403.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इंडियन एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय (सं.-II), नई दिल्ली के पंचाट (संदर्भ संख्या 85/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-08 को प्राप्त हुआ था।

[सं. एल-11012/56/2001-आई.आर. (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1403.—In pursuance of Section 17 of the Industrial Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2001) of the Central Government Industrial Tribunal/Labour Court (No. II) New Delhi now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Indian Airlins and their workmen, which was received by the Central Government on 23-5-2008.

[No. L-11012/56/2001-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT-II
NEW DELHI

Presiding Officer : R. N. RAI I.D. No. 85/2001,
IN THE MATTER OF :-

Sh. B.S. Gosain,
Vill: Kandari Gaow Patti Quelly,
P.O : Amaari Gaow, Distt: Tehari,
Garhwal, Uttranchal.

—Claimant

VERSUS

The Regional Directors,
Indian Airlines Limited,
Northern Region,
Airline House, Rakaariganj,
New Delhi - 110 001.

— Respondents

AWARD

The Ministry of Labour by its letter No.L -11012/56/2001-IR(C-I) Central Government Dt.27-09-2001 has referred the following point for adjudication:

The point runs as hereunder :—

"Whether the action of the General Manager (Comml.), Indian Airlines, Northern Region, IGI Airport, New Delhi in removing Shri B.S. Gosain, Helper (C) S.No.245976 from the services of Indian Airlines Limited with immediate effect vide letter dated 31-12-1998 is justified, valid and reasonable? If not, to what relief is the workman entitled?"

The case of the workman is that he joined Indian Airlines as Helper on 08-08-1988 after being selected by the Selection Committee. He was medically examined and found fit. He was not physically handicapped at the time of selection appointment.

That on 15-04-1989 while the workman was on duty a bag belonging to a passenger got struck off in the conveyer belt. The belt was brought to halt. The workman has to take out the bag from the machine running the belt of the conveyer. He kept his leg over the belt, on account of negligence of some person the machine started functioning and the conveyer belt also started moving as a result leg of the workman got damaged.

That despite medical treatment the leg of the workman, left hand and nervous system of left portion of the body was not functioning properly.

That the medical officer of the Indian Airlines recommended that the workman should be given light work to relieve his pain.

That the management entrusted heavy work to the workman despite the recommendation of the Doctor. The workman was receiving treatment for his disablement outside so he could not resume his work on various dates.

That the management held an inquiry but principles of natural justice have not been followed and the management removed him illegally from service.

The case of the management is that the workman was served a charge-sheet dated 19-12-1997 for remaining unauthorisedly absent from duty. The workman has submitted explanation but it was not found satisfactory therefore, a domestic inquiry was conducted on 28-03-1998.

In course of the proceedings of the domestic inquiry the workman admitted his guilt with respect to the charges

levelled in the charge-sheet without any reservation despite his admission, the inquiry officer directed the management to lead evidence and the management examined witness in the presence of the workman who refused to cross-examine the witness. The workman was granted opportunity to produce his defence before the inquiry officer but he failed.

That the Inquiry Officer by his report dated 01-08-1998 found the charges proved. Show Cause Notice was issued to the workman by order dated 12-10-1998, the competent authority took into consideration the past record of service of the workman as well as observed that:

(1) The basic pay of the workman was reduced by one stage with cumulative effect for remaining absent unauthorisedly for 47 days during May, August, 1997 vide memo dated 11-12-1990.

(2) He was warned vide memo dated 22-03-1993 for unauthorized absence for 25 days in September, December, 1992.

(3) His basic pay was reduced by one stage for a period of 2 years vide memo dated 16-06-1994 for unauthorized absence of 41 days during Jan—May, 1993.

(4) His basic pay was reduced by two stages with cumulative effect vide memo dated 22-07-1994 for unauthorized absence of 97 days during May—September, 1993.

(5) He was warned vide memo dated 19-06-1995 for unauthorized absence of 30 days during April, 1995.

That the workman was warned on 9 occasions for remaining unauthorized absent up to 1997. The workman did not submit any reply to the memo, accordingly vide order dated 31-12-1998 the workman was removed from service. The workman was provided defence assistance.

The inquiry was held in accordance with the principles of natural justice in fair and proper manner. The workman was afforded opportunity to defend himself in the inquiry by cross-examining the management witness as well as leading evidence in defence. The Inquiry Officer applied his mind to the proceedings of the inquiry and after proper analysis of evidence he gave his findings.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that due to accident while on duty his leg, left hand and nervous system was affected besides treatment in the hospital he got private treatment. Heavy work was entrusted to him whereas the Doctor has recommended light duty to the workman.

It was submitted from the side of the management that the workman was unauthorisedly absent on 9 occasions and his increments were withheld and he was given warnings. He did not improve thereafter. A charge-sheet was served on him. The workman participated in the inquiry and he cross-examined the witnesses. He admitted the charges in writing till proper inquiry was held. The Inquiry Officer found the charges proved. The competent authority issued him show-cause notice of pre-decisional hearing.

That the workman did not submit any explanation so he was removed from service.

From perusal of the records it transpires that the workman was absent for 11 days in January, 1997, for 26 days in July, 1997 and for 22 days in August, 1997. Charge-sheet was issued to him on 19-12-1997. The workman in response to the charge-sheet dated 19-12-1997 wrote a letter to the management. He stated in that letter that due to persisting sickness in the family he was forced to take leave as there was no adult member in the family to attend them. He had no intention to absent himself from attending duties and he requested the management to grant him pardon and he assured that he would not give any opportunity for complaint.

From perusal of the inquiry proceedings it transpires that the workman before the Inquiry Officer admitted his mistake.

The Inquiry Officer asked the workman if he has put any question to Sh. Sharma, the workman said that he has not to put question. He was given opportunity to produce his defence witness. In his defence evidence, the workman has stated that he met with an accident on 05-12-1989 and he received serious injury and a steel rod has been placed in his leg. He suffered from pain, so he remained unauthorisedly absent.

From perusal of the Dr.'s report it becomes quite vivid that the workman met with an accident and he was recommended light duty.

There is no letter on the record to indicate that the workman was given heavy duty. He had not ever complained that he was given heavy duty as such the management gave him light duty according to the recommendation of the Doctor.

The workman was warned on 9 occasions for unauthorized absence and his salary has been reduced by one stage, by two stages at last when he did not improve the workman was served charge-sheet.

It is quite vivid from the letter of the workman that in his submission to the charge-sheet he has stated that due to persistent sickness in his family he could not resume his duties. He had not taken the plea in his reply to the charge-sheet that he was himself sick and so he could not resume his duties.

In his letter dated 15-01-1998 MW1/2, the workman has mentioned that there was sickness problem in the family so he was forced to take leave. The workman did not even submit reply to the show-cause notice of pre-decisional hearing. The DA has mentioned his 9 occasions of

unauthorized absence for long spell and considering his previous absence the DA passed the punishment of removal.

It is correct that the workman met with an accident in the year 1989 but he did not make any complaint to the management that he has not been perfectly cured. He resumed his duties after his medical fitness as is evident from the report of the Doctor.

It has been held in 1972 (25) FLR 45 as under :—

"An Industrial Tribunal would not be justified in characterizing the finding recorded in the domestic inquiry as perverse unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced before it. In a domestic inquiry once a conclusion is deduced from the evidence, it is not permissible to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

It has been held in this case that in domestic inquiry evidence of a solitary witness is sufficient to hold the charges proved.

"It has been held in 2001 (89) FLR 427 as under :

It is well settled that a conclusion or a finding of fact arrived at in a disciplinary inquiry can be interfered with by the court only when there is no material for the said conclusion; or that on the materials, the conclusion cannot be that of a reasonable man."

From perusal of this judgment it becomes quite obvious that the Tribunal can interfere with the findings of the Enquiry Officer in case it is perverse. The Enquiry Officer has based his findings on oral as well as documentary evidence. It cannot be said that there is absolute absence of any evidence in support of the findings of the Enquiry Officer.

The management is entrusted with the operation of Airlines. The unauthorized habitual absence of such a workman will cause unnecessary harassment. This workman was given punishment 9 times and every time he was asked to improve but he did not improve. The management after conducting a fair and proper inquiry removed the workman.

The workman has admitted his guilt in his own handwriting and before the Inquiry Officer, so the inquiry is fair and proper and principles of natural justice have been followed.

The reference is replied thus :—

The action of the General Manager (Comm1.), Indian Airlines, Northern Region, IGI Airport, New Delhi in removing Shri B.S. Gosain, Helper (C) S.No.245976 from the services of Indian Airlines Limited with immediate effect vide letter dated 31-12-1998 is justified, valid and reasonable. The workman-applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 06-05-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने बी.सी.सी. एल. के प्रबंधन के संबद्ध निवेदनकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय (सं. II), धनबाद के पंचाट (संदर्भ संख्या 190/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2008 को प्राप्त हुआ था।

[सं. एल-20012/410/98-आई.आर.(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 190/99) of the Central Government Industrial Tribunal/Labour Court (No. II) Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 23-5-2008.

[No. L-20012/410/98-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nagendra Kumar, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 190 of 1999

PARTIES: Employers in relation to the
management of Western Jharia Area of
M/s. BCC Ltd. and their workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. H. Nath,
Advocate.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 1st May, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 had referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/410/98-IR (C-1), dated the 17th April, 1999.

SCHEDULE

" Whether the action of the management of Western Jharia Area as well as Block II Area of M/s. BCCL not to allow Shri Beri Dhobi to resume his duty as

Miner/Loader on his transfer is justified and genuine ? If not, to what relief the concerned workman is entitled to ?"

2. The case of the concerned workman in short is that he is a permanent miner/ loader at Kessurgarh Colliery since long. The management to victimise the concerned workman issued a transfer order in the year 1991. The concerned workman was directed to report for his duty at Mohuda Area. He was transferred along with 117 persons and name was appearing at Sl. No. 82. As per transfer order he reported at Mohuda Area for duty but no specific order was issued and he was orally directed to report for his duty at Lohapatty Colliery. Accordingly he reported at Lohapatty Colliery but the management of Lohapatty Colliery neither allowed him to resume duty nor assigned any reason for not allowing him to resume duty. The concerned workman represented to the management to allow him to resume his duty but none of the competent authority has taken any cognizance in the matter. In this situation the concerned workman raised industrial dispute before the ALC(C) which ended in failure and ultimately resulted reference to this Tribunal. The action of the management was vindictive in nature and anti-labour policy. Prayer has been made to answer the reference in favour of the workman by directing the management to allow him to resume his duty and to regularise the concerned workman with retrospective effect with full back wages and consequential benefits.

3. As per case of the management a transfer order was issued on 1-7-91 and the concerned workman was posted at Lohapatty Colliery. Inspite of this office order he did not report to his duty at Lohapatty Colliery and accordingly, he was not taken in the roll of Lohapatty colliery. The concerned workman never represented or reported to the management regarding his duties since 1991. The dispute was raised by the concerned workman after 6 years which is not maintainable. Since the concerned workman did not report to his duty there was no question to refuse him in the duty. Prayer has been made to reject the claim of the concerned workman.

4. A rejoinder has also been filed on behalf of the employers stating that the statement made in paras 1 to 5 of the W. S. of workman is the matter of record and anything contrary is denied as false. The statement made in paras 7 to 9 of the W. S. of the concerned workman are denied as baseless and false.

5. In the record any rejoinder filed by the concerned workman is not available.

6. From perusal of record it further appears that management has filed some documents but on behalf of the concerned workman no document has been filed.

7. POINTS TO BE DECIDED

"Whether the action of the management of Western Jharia Area as well as Block II Area of M/s. BCCL not to allow Shri Beri Dhobi to resume his duty as Miner/ Loader on his transfer is justified and genuine ? If not, to what relief the concerned workman is entitled to ?"

8. FINDING WITH REASONS

The concerned workman did not appear in spite of giving sufficient opportunity to file document and to produce witness in support of his claim. The materials available on record is not sufficient enough on the basis of which relief can be granted to the workman. In fact, he has not established his case and accordingly he is not entitled to get any relief. Accordingly following Award is rendered:-

"The action of the management of Western Jharia as well as Block II Area of M/s. BCCL not to allow Shri Beri Dhobi to resume his duty as Miner/Loader on his transfer is justified and genuine. Consequently, the concerned workman is not entitled to get any relief."

NAGENDRA KUMAR, Presiding officer

नई दिल्ली, 23 मई, 2008

का. आ. 1405.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय सं. II धनबाद के पंचाट (संदर्भ संख्या 197/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-08 का प्राप्त हुआ था।

[सं. एल. 20012/555/97-आई. आर. (सी. I.)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S. O. 1405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 197/98) of the Central Government Industrial Tribunal/Labour Court (No. II) Dhanbad now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 23-5-2008.

[No. L-20012/555/97-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEKURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD****PRESENT:**

SHRI NAGENDRA KUMAR, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE No. 197 OF 1998

PARTIES: Employers in relation to the management of Kusunda Area of BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. P. M. Prasad, Advocate

On behalf of the employers : Mr. S. N. Sinha, Presiding Officer.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad the 1st May, 2008.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L- 20012/555/97-I.R. dated the 30th November, 1998.

SCHEDULE

"Whether the action of the management of Kusunda Area of BCCL in denying employment to dependent son from second Wife of Sri Pati Barhi of Industry Colliery under clause 9-4-3 of NCWA-IV is justified? If not, to what relief the concerned workman is entitled?"

2. The case of the concerned workman in short is that Rajesh Kumar Sharma, is the eldest and dependent son Pati Barhi, ex-Mining Sirdar of Industry Colliery. He submitted his application with relevant document for appointment as his father was declared medically unfit. Pati Barhi had two wives viz. Smt. Nila Devi who is issues less and Smt. Sabita Devi who is second wife of Pati Barhi and she had given birth to Rajesh Kumar Sharma and three others.

3. There is a reference of summary of Judgement of the Hon'ble Allahabad High Court published in FIR (64) of 1992 (CMWP No. 1173 of 1988) but no such decision has been filed by the concerned workman. However, it has been stated that Rajesh Kumar Sharma who is the son of Pati Barhi and his second wife is entitled for appointment in accordance with the provisions contained in NCWA. As Pati Barhi was declared medically unfit. Due to Clerical mistake the name of Rajesh Kumar Sharma has been written as Raj Kumar Sharma in the service excerpt and the matter has been clarified through the affidavit. However, the management has rejected the claim of the petitioner regarding appointment on compassionate ground. Prayer has been made to provide employment to Rajesh Kumar Sharma in accordance with the provision contained in NCWA-IV.

4. On behalf of the management W. S.- cum-rejoinder has been filed from which it appears that Rampati Barhi was employed on 1-10-1954. His date of birth is 3-1-1923. He was working as Mining Sirdar. He was declared medically unfit by the Medical Board on 22-11-1990. He was directed not to report for duty w.e.f. 17-12-1990. The order was passed on 11/13-12-1990. He made an application for employment of son from his second Wife Smt. Sabita Devi. The management examined and verified the family details of the petitioner as given in para-12 of Service Excerpt dt. 14-3-1987 and found that there was no such name entered as Rajesh Kumar Sharma as the son of Shri Pati Barhi rather there was Raj Kumar

Sharma aged about 18 years on 14-3-1987. An application for appointment was made by Rajesh Kumar Sharma under clause 9-4-1991 of NCWA-IV on 25-1-1991 showing his age as 21 years and date of birth as 8-9-1969. Since in the service excerpt in col. 12 name of the son of Pati Barhi is Raj Kumar Sharma whereas the name of the application alleged to be son of Pati Barhi is Rajesh Kumar Sharma, management communicated vide letter dt. 20-9-1995 that the alleged dependent son cannot be provided employment under clause 9-4-2003 of NCWA-IV. As per clause 26-1-1921 of the Certified S.O. of the company contracting another marriage while wife is still alive or marrying a person who has a wife without first obtaining the permission of the management is an offence. In the affidavit no where it is mentioned that Rajesh Kumar Sharma and Raj Kumar Sharma is same and identical person. The service excerpt of Pati Barhi has been filed. The affidavit does not show the signature of Pati Barhi. After verifying the genuineness from the colliery statutory register the claim of the concerned workman/person has been rejected.

5. In the rejoinder portion about para-1 and 2 it is said that the same is a matter of record. About para-3 it has been explained as to how the employee of BCCL cannot contract second marriage. About para 4 and 5 it has been said as to how Raj Kumar Sharma and Rajesh Kumar Sharma is one and the same person has not been shown. About rest paras the details have been mentioned as to how the concerned person is making false prayer and that he is not entitled for employment under clause 9-4-2003 of the NCWA. Prayer has been made to reject the claim of the union.

6. A rejoinder on behalf of the concerned person has been filed. Details have been given answering W.S. of the management and giving further details as to how the concerned person is entitled for the relief as prayed for. It has also been mentioned misleading, frivolous statement not based on facts of the case has been made by the management. Prayer has been made to direct the management of offer employment to Shri Rajesh Kumar S/o Pati Barhi.

7. POINTS TO BE DECIDED

"Whether the action of the management of Kusunda Area of BCCL in denying employment to dependent son from second Wife of Sri Pati Barhi of Industry Colliery under clause 9-4-2003 of NCWA IV is justified? If not, to what relief the concerned workman is entitled?"

8. FINDING WITH REASONS.

In this case on behalf of the management one Kajal Kumar Mohanti has been examined. On his behalf an affidavit sworn in by Rajesh Kumar Sharma son of late Pati Barhi has been marked as Ext. M-1. On behalf of the concerned workman WW-1 Nila Devi and WW-2 Rajesh Kumar Sharma have been examined. On behalf of the concerned person Ext. W-1 office order dt. 11/13-12-1990 and Ext. W-2 Certificate of Bihar Vidyalaya Pariksha Samity has been filed.

9. Ld. Lawyer for the concerned person has vehemently argued that since Pati Barhi was declared medically unfit during his service period and he was stopped from service than his dependent son Rajesh Kumar Sharma is entitled for appointment on compassionate ground in accordance with the provision of clause 9-4-2003 of NCWA-IV. He has submitted that due to clerical mistake name of Raj Kumar Sharma has been mentioned instead of Rajesh Kumar Sharma in the service excerpt and the matter has been clarified through an affidavit of Rajesh Kumar Sharma. He has submitted further that the witness WW-1 is the first wife of Pati Barhi. She has also clarified the matter. The concerned person Rajesh Kumar Sharma has also been examined who has clarified the mistake in the name. In this situation the management has wrongly rejected the claim for appointment of Rajesh Kumar Sharma. In this situation he has prayed to issue direction to the management to provide employment to Rajesh Kumar Sharma, the eldest son of Pati Barhi.

10. On the other hand Ld. Lawyer for the management has submitted that on the basis of the facts and circumstances of the case Pati Barhi has contracted second marriage which is an act of misconduct and the son from second wife cannot be provided employment. Even beside this question as well there is question whether Rajesh Kumar Sharma, the concerned person is the son of Pati Barhi or not because in the Service Excerpt the name of the son of Pati Barhi has been mentioned as Raj Kumar Sharma. There is also difference of age. Pati Barhi has not been examined in this case and no reason has been assigned for his non-examination. He has also not filed any affidavit clarifying this position. In fact on consideration of all statutory registers as well as documents management found that Rajesh Kumar Sharma and Raj Kumar Sharma are not the same person and accordingly the claim of the concerned person may be rejected.

11. Before proceeding further the provision contained in Clause 9-4-2003 of NCWA-IV is reproduced below:—

"9-4-3- Employment to one dependent of a worker who is permanently disabled in his place.

- (i) The disablement of the worker concerned should arise from injury of disease, be of a permanent nature resulting into loss of employment and it should be so certified by the Coal Company concerned.
- (ii) In case of disablement arising out of general physical debility so certified by Coal Company concerned, not arising out of injury or disease as in Para (i) above, the concerned employee will be eligible for the benefit under this Clause if the employee is upto the age of 58 years.
- (iii) The dependant for this purpose means the wife/husband, as the case may be, married daughter son and legally adopted son, If no such direct dependent is available for employment, younger brother, widowed daughter/widowed daughter-in-law or

son-in-law residing with the employee and almost wholly dependent on the employees may be considered.

- (iv) The dependant to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years provided that the age limit shall not apply in the case of spouse."

12. In the instant case it is not in dispute that one Shri Pati Barhi was an employee of BCCL and he was declared medically unfit during the year 1990 and he was stopped from work w.e.f. 17-12-90 which is evident from Ext W-1.

13. As per provision contained in NCWA-IV clause 9.4.3 provides employment of the dependent of persons who is declared medically unfit and son and legally adopted son are dependent for this purpose beside other persons. In the instant case claim has been made by the concerned person for appointment under the aforesaid clause. The position of law regarding appointment of son of medically unfit employee has not been disputed.

14. Now the question has to be determined whether the concerned person is the son of Pati Barhi or not and if yes whether he is entitled for employment in case he is the son of second wife of medically unfit employee.

15. In this case the management has rejected the claim of the concerned person. To support the contention of the management MW-1 has stated that he knows the concerned workman Pati Barhi who was posted at Industry Colliery as Mining Sirdar. He had two wives. He cannot say if the son of first wife or the son of second wife submitted application for employment on compassionate ground. He has proved the affidavit sworn in by Rajesh Kumar Sharma. He has said that there is no provision for employment to the son of second wife in presence of first wife. As per rule of the company the son of second wife is not entitled to get any employment. During cross-examination he has said he cannot except whether first wife of Pati Barhi is alive or not. He also does not know if first wife of Pati Barhi has any issue. He also cannot say the name of his second wife. He cannot say if Raj Kumar and Rajesh Kumar Sharma are the same and identical person. Rajesh Kumar is the son of Pati Barhi. It appears that on the deposition of this witness the signature of Presiding Officer is missing. However, both the parties have submitted that the witness was examined by the then Presiding Officer and they are not disputing the same and the same may be adopted.

16. From perusal of the evidence of this witness MW-1 it does not appear that he is aware of the entire details of the family of Pati Barhi. He also cannot say if Raj Kumar and Rajesh Kumar are the same and identical person. However, he has said that Rajesh Kumar is the son of Pati Barhi.

17. Thus from his evidence it does not appear as to how the management is stating the fact that Raj Kumar and Rajesh Kumar Sharma are different persons.

18. On the other hand Nila Devi WW-1 has stated the fact that Pati Barhi was her husband who had two wife and she is the first wife of her husband. She was issue-less and wanted to have one baby. So she arranged marriage of her husband with her younger sister. After her consent her husband married her younger sister Sabita Devi. Rajesh Kumar is the eldest son of Sabita Devi and Pati Barhi. They submitted representation to the management for employment of their eldest son Rajesh Sharma. However, the management refused to give employment as in the Service excerpt the name of eldest son of Pati Barhi was recorded as Rajkumar Sharma. Rajkumar Sharma and Rajesh Kumar Sharma are same and identical person. She does not have any objection if Rajesh gets employment under the management. During cross-examination she has said that she had arranged marriage of her younger sister with her husband. As a result of marital relationship her sister become mother of 5 children and she has disclosed their name. Her sister also gave birth of a female baby. She had denied the suggestion that Rajesh Kumar Sharma was not the son of her husband.

19. From the evidence of this witness it appears that her husband had married her younger sister. As a result of marital relationship birth of five sons took place. There was also a birth of one female baby who had died. From her statement it appears that Rajesh Kumar is the son of her sister and husband and Raj Kumar Sharma (the name appears in service Excerpt) and Rajesh Kumar is one and the same person. There is nothing in the cross-examination or even in the examination-in-chief to doubt this witness that Rajesh Kumar Sharma and Rajkumar are not one and the same person and also to doubt that Rajesh Kumar Sharma is not the son of her husband and her sister.

20. From the evidence of Rajesh Kumar Sharma it appears that his father had submitted an application to the management for his employment on compassionate ground as per provision of NCWA which was considered by the management. Though he had appeared before the Interview Board on 15-6-1992 but management did not select him taking the plea that his name appearing in the application for employment submitted by his father did not tally with his name recorded in the service excerpt prepared by the management. He has specifically stated that his father had no son named as Raj Kumar Sharma. He had said that they are four brothers viz. Rajesh Kumar Sharma, Prakash Kumar Sharma, Pritam Kumar Sharma and Murari Kumar Sharma. He has also submitted Matriculation Certificate Ext. W-2 in which his name has been mentioned as Rajesh Kumar Sharma. He was stated that due to mistake his name recorded in the service excerpt as Raj Kumar Sharma instead of Rajesh Kumar Sharma son of Pati Barhi. His father had no son named Raj Kumar Sharma but Rajesh Kumar Sharma. His father had two wife. The first wife of his father had no

issue. They live in the same house with his Bari Max. He had stated that in the Service Excerpt his age was recorded as 18 years. If the age recorded in the service excerpt is considered in that case his age would be 35 years. As the management did not make demand of any document to show that Raj Kumar Sharma and Rajesh Kumar Sharma is the same and identical person he had not submitted any document. He has denied the suggestion that he is a fictitious person and claiming himself as the son of Pati Barhi. He has further denied the suggestion that he is not the son of his father. He has also denied that he has placed a false claim for which he is not entitled to get relief.

21. From the details of the family members given by this witness the names of four brothers of Rajesh Kumar Sharma tally with the statement of WW-1 as given in the cross-examination. From the evidence of this witness it appears that Raj Kumar Sharma and Rajesh Kumar Sharma is the one and the same person rather due to mistake in the service excerpt his name was recorded as Raj Kumar Sharma. Even he has disclosed his age as 32 years while giving deposition and the question was put to the witness on this point which does not show any material contradiction on this point. During cross-examination there is nothing to show that the management has brought such evidence on record to establish the fact that this Rajesh Kumar Sharma is a fictitious person and not the son of Pati Barhi rather from his evidence it appears that he is the son of Pati Barhi, of course, from the second wife of Pati Barhi. From perusal of affidavit Ext. M-1 it appears that Raj Kumar Sharma and Rajesh Kumar Sharma is the same and identical person. The management could not point out any specific details on the basis of which it can be said that they are two different persons. Ext. W-2 is a Matriculation Certificate which shows that Rajesh Kumar Sharma is the son of Shri Pati Badhe. However, dispute has not been raised that Barhi and Badhe are different titles. On the basis of evidence of WW-1, WW-2 as well as Exts. M-1, W-2 it appears that Rajesh Kumar Sharma is the son of Pati Barhi who had filed application for the employment of his son. However, it appears that as per contents and details mentioned in the W.S. of the management, the management had rejected the claim of Rajesh Kumar Sharma on the ground that he is a different person and not the son of Pati Barhi. However it appears that rejection order has not been brought on record.

22. In this case reference shows that it has to be decided regarding denying employment to the dependent son from second wife of Pati Barhi. Therefore, the question has to be determined whether the son of second wife is entitled for employment and whether the action of the management in denying employment is justified.

23. From the evidence on record it appears that Pati Barhi had married Sabita Devi sister of his first wife Nila Devi during the life time of Nila Devi. In fact first wife is still alive. The evidence shows that the second marriage of Pati Barhi took place with the consent of first wife that too with her sister because she had no baby. However, there is

nothing on record to show that management had given any permission for the second marriage of Pati Barhi even when his first wife is alive. In this context clause 26.1.21 of the Certified Standing of BCCL which is act of conduct is reproduced below :—

“Contracting another marriage while wife is still alive or marrying a person who has a wife without first obtaining the permission of the management.”

24. From perusal of the aforesaid clause it appears that BCCL employee cannot contract another marriage when first wife is still alive without obtaining permission from the management which is not a case here. In fact, several other questions have been raised by the Ld. Lawyer for the management that the second marriage during the life time of first wife is null and void and punishable under Indian Penal Code.

25. It has been submitted on behalf of the management that in the aforesaid circumstances the concerned person Rajesh Kumar Sharma is not entitled for employment on this ground also.

26. In para 4 of the W. S. of the concerned workman a summary of the Judgement of the Hon'ble Allahabad High Court has been mentioned to show that even a daughter of second wife can be appointed on compassionate ground. As said earlier this judgement has not been filed. Even from perusal of summary of the judgement it appears that the matter relates to rules of U. P. State Electricity Board—Employment of dependent of employees dying in harness Rules, 1975. But this rule does not appear to have application in the instant case as there is Certified Standing Order applicable for workmen of Establishments under BCCL and this shows that there cannot be marriage of BCCL employee during the life time of first wife and it is done then it is an act of misconduct.

27. Be as it may be, no specific provision has been shown by the Ld. Lawyer of the concerned workman that clause 9.4.3 of NCWA-IV is applicable in case of the son of second wife. In fact from a plain reading of the aforesaid provision it appears that son of legally married wife i.e. first wife or even the adopted son are entitled for appointment on compassionate ground in case an employee is declared medically unfit. Thus it appears that the case of Rajesh Kumar Sharma is not covered under clause 9.4.3 of NCWA-IV. For the reasons stated above it appears that the concerned workman is not entitled to get any relief. Accordingly the following Award is rendered:-

“The action of the management of Kusunda Area of BCCL in denying employing to dependent son from second wife of Sri Pati Barhi of Industry Colliery, under clause 9.4.3 of NCWA-IV is justified. Consequently, the dependent son from second wife of Pati Barhi is not entitled to get any relief.”

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 मई, 2008

क्र.आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार वै. एयर इंडिया के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय (सं. II) नई दिल्ली के पंचाट (सन्दर्भ संख्या 59/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-11012/34/98-आई.आर. (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1406.—In pursuance of Section 17 of the Industrial dispute Act, (14 of 1947) the Central Government hereby publishes the award (Ref. No. 59/1999) of the Central government Industrial Tribunal/Labour Court (No. II) New Delhi now as shown in the annexure in Industrial Disputes between the employers in relation to the management of M/s. Air India and their workmen which was received by the Central Government on 23-5-08.

[No. L-11012/34/98-IR(C-I)]

SNEH LATA, JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N. RAI

I.D. NO. 59/1999

In the matter of

Smt. Mithlesh,
C/o All India General Trade Union (Regd.)
163, Balmukund Khand,
Giri Nagar, Kalkaji,
New Delhi-110019
—Claimant

Versus

The Manager,
M/s. Air India Limited,
Hansalaya Building,
5th Floor, Barakhamba Road,
New Delhi-110001
—Respondents

AWARD

The Ministry of Labour by its letter No. L-11012/34/98-IR(C-I) Central Government dt. 16-12-1998 has referred the following point for adjudication:

The point runs as hereunder:—

"Whether the Security Guards working as contract labourers in the establishment of M/s. Air India Limited for number of years just before judgment of

Hon'ble Supreme Court in "Air India Statutory Corporation etc" are entitled for preferential treatment for recruitment in the establishment".

The case of the workmen is that she was working as a field worker with the respondent w.e.f. 26-12-1994 and she gave no complaint to the officers of the respondents.

That she has filed photocopy of Identity Card, duty diary. The workman was engaged with the management through Marshal Security and Detective but she worked on the direction of the officers of the respondents. The work was regular in nature being performed through contractors. The contact agreement is sham and ruse.

That she has been demanding the respondent to issue appointment letter as a regular workman but she was removed without any chargesheet on 15-06-1996.

The case of the management is that persons similarly situated invoked writ jurisdiction and their cases has been dismissed.

That the workman was in employment of M/s. Marshal Security and Detective Limited who had been awarded the contract by Air India for providing watch and ward services. The said contractor was deploying his employees to M/s. Air India. They were performing the duties of security guards. The said contractor was deploying his guards to several other corporations. The employees worked at sometimes in some establishment and sometimes in other establishment. The appointment, placement, supervision, payment etc. were being controlled by the contractor. There was no employer-employee relationship. The Identity Card was issued in the name of the agency by which particular persons are employed. It is reflected on Identity Card. The contract is not sham. The workman worked under the control and supervision of the contractor.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

The case was posted on 07-04-2008 for argument. The workmen did not turn up on 07-05-2008 also. Notice by registered post has been sent to the workmen. The workmen did not turn up for argument. The management was heard. The case is decided on its entire merit.

The case of the workmen is that she worked under the control and supervision of the management. She was removed illegally without any charge-sheet.

It was submitted from the side of management that the workman was engaged through M/s. Marshal Security and Detective w.e.f. 16-12-1994 and the contractor has

terminated her services. The workmen worked up to 15-06-1996 and Marshal Security terminated her services.

The workman has admitted in her cross-examination that she was appointed with Marshal Security and Detective Services w.e.f. 26-12-1994. She has further admitted that she was issued Identity Card by the Air India as a token of her being employee of M/s Marshal Security and Services. She has also admitted that it is correct to suggest that her services were not terminated by M/s. Air India.

The workmen has admitted that Identity Card were issued reflecting her as workman of M/s. Marshal Security and Detective Services and her services were not terminated by Air India. She has not filed any document to show that she worked under the control and supervision of the management. She was engaged by M/s. Marshal Security and Detective Services and her services were terminated by M/s. Marshal Security Services. So there is no question of relationship of master and servant. The workman is a contract workman and her services have been terminated by the contractor.

The reference is replied thus :—

The Security Guards working as contract labourers in the establishment of M/s. Air India Limited for number of years just before judgement of Hon'ble Supreme Court in "Air India Statutory Corporation etc." are not entitled for preferential treatment for recruitment in the establishment.

The award is given accordingly.

Date: 14-05-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

क्र.आ. 1407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार मै इंडियन एयर लाइन्स के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय (सं. II) नई दिल्ली के पंचाट सन्दर्भ संख्या 42/2000 को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-11012/122/99-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 42/2000) of the Central Government Industrial Tribunal/Labour Court, No. II New Delhi now as show in the annexure in Industrial Disputes between the employers in relation to the management of M/s. Indian Airlines and their workmen which was received by the Central Government on 23-5-08.

[No. L-11012/122/99-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

PRESIDING OFFICER : R. N. RAI

I.D. NO. 42/2000

In the matter of

Sh. Mahesh Chandra,
S/o Sh. Prahalad Ram,
R/o. L-119 A, Street No. 5,
Mahipalpur Extension,
New Delhi-110037

—Claimant

Versus

The General Manager,
Indian Airlines Limited,
Gurudwara Rakab Ganj Marg,
New Delhi.

—Respondent

AWARD

The Ministry of Labour by its letter No. L-11012/122/99-IR(C-I) Central Government dt. 7-3-2000 has referred the following point for adjudication :

The point runs as hereunder :—

"Whether the action of the management of Indian Airlines, New Delhi, in not regularizing the services of Sh. Mahesh Chandra, Casual Competist and terminating the same w.e.f. 5-5-1995 is just and legal ? If not, to what relief is the workman entitled and from what date ?"

The case of the workmen is that he was continuously working in Indian Airlines Limited from 6-11-1990 to 5-5-1995 except for artificial breaks he was working as Comptist. The nature of work performed by the workman was permanent and perennial in nature. He was initially paid Rs. 1800/- per month and from time to time it was enhanced and lastly the workman was paid Rs. 3,000.

That the management issued notification dated 16-6-1992 in fact for the post of Comptist in the pay scale of Rs. 1185-1755. The workman made representation to the management seeking permanent employment but the case of the workman was not considered.

The case of the management is that the claimant was purely engaged on casual basis on account of exigencies of work. He was engaged through M/s. Caompto Electronics on casual basis. The workman was deputed by M/s. Caompto Electronics for doing the job of totaling balancing of revenue documents and accounts book and central revenue account department of the management of Captometer provided by M/s. Capto Electronics for fixed period as per the exigencies of the work.

The post was advertised but the government put a complete ban on recruitment to no recruitment was made. Thereafter the use of Comptometer was drawn away due to computerization of certain activities in central revenue account, department of the management.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that he has worked continuously from 06-11-1990 to 05-05-1995 under the respondent. He was engaged as casual comptist. He worked under the direct control and supervision of the management.

It was submitted from the side of the management that the workman was not engaged by the management but he was engaged M/s. Compto Electronics as per the contract basis. Payment to the workmen was made on the basis of the duty performed by him. Rs. 4,000 was paid as wages for comptist and Rs. 3,000 onwards for comptometer machine.

The workman has annexed three certificates of payment of wages. Initially the workman was engaged from 06-11-1990 to 31-01-1991 and from 05-02-1991 to 31-03-1991 and payment to him was made accordingly.

The workman has filed photocopy of payment. Payment to him has been made from 04-11-1990 to 30-11-1991. The workman has filed photocopy document which indicates that he was engaged from 5th August to 13th August, 1993 and payment to him was made for the period.

The workman has again filed photocopy documents which show that payment to him was made by the management from 01-04-1995 to 30-04-1995. The workman has filed another document which certifies that payment to him was made from 1st May to 5th May. The workman has not filed any other document regarding payments made to him or as proof of his working.

The workmen worked from 06-11-1990 to 31-03-1991 for the first time and he received payment thereafter in 1993 he was engaged for 8 days and in the year 1995 he was engaged from 1st April to 30th April. In the year 1995 the workman has worked for 30 days. In the year 1993 the workman has worked for 8 days and in the year 1990 he has worked for 23 days and in year 1991 he has worked for 90 days.

The management has filed contract agreement with M/s. Compto Electronics. The management has denied the documents filed by the workmen but in case photocopies

are considered as piece of evidence, the workman has not completed 240 days work either in 1990 or in 1991 or in 1993 or in 1995. He has been engaged for short spells for 2-3 days work, so there is no question of breach of section 25F of the ID Act, 1947.

It is true that the management notified for recruitment for Comptist but a general ban was put on recruitment so no comptist were appointed.

The workmen has worked for 23 days in 1990, 90 days in 1991, 8 days in 1993, 30 days in 1995 and every time appointment has been given to him after approval. The workman has not completed 240 days in any of the years of his employment. The system of accounting through comptometer has been abolished. It is not the case of the workman that some junior to him has been taken in his place. He has not rendered 240 days in any of the years of his employment, so there is no question of any breach of section 25F of the ID Act, 1947.

The reference is replied thus :—

The action of the management of Indian Airlines, New Delhi in not regularizing the services of the Sh. Mahesh Chandra, Casual Comptist and terminating the same w.e.f. 05-05-1995 is just and legal. The workmen applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

R. N. RAI, Presiding Officer

Date: 01-05-2008

नई दिल्ली, 23 मई, 2008

का.आ. 1408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2 नई दिल्ली के पंचाट (सन्दर्भ संख्या 41/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-42012/11/2000-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1408.—In pursuance of Section 17 of the Industrial disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 41/2001) of the Central Government Industrial Tribunal-cum-Labour Court -No. II, New Delhi as shows in the annexure in Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 23-5-08.

[No. L-42012/11/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N. RAI

I.D. No. 41/2001

IN THE MATTER OF:

Sh. Sumer Singh,
C/o. CPWD Mazdoor Union,
E-26, Raja Bazar, (Old Qtrs.),
B.K.S. Marg,
New Delhi

—Claimant

Versus

The Director General (Works),
CPWD, Nirman Bhawan,
New Delhi

—Respondent

AWARD

The Ministry of Labour by its letter No. L-42012/11/2000-IR(C-II) Central Government dt. 22-06-2001 has referred the following point for adjudication;

The point runs as hereunder :—

"Whether the action of the DG, CPWD, Nirman Bhawan, New Delhi the Superintending Engineer (E), Co-ordination Circle (E), CPWD, IP Bhawan, New Delhi in not regularizing the services of the Sh. Sumer Singh as wireman w.e.f. 18-06-1986 and also not appointing/promoting him to the post of Electrician even though he was duly selected in the trade test is legal and justified? If not, to what relief and benefits, he is entitled to."

The case of the workman is that he is working as wireman on muster roll and he is posted in Sucheta Kriplani Hospital. He was engaged w.e.f. 16-08-1986 by the Executive Engineer, PWD, Electrical Division. His services were transferred to Ram Manohar Lohiya Hospital. He is presently discharging his duties in Sucheta Kriplani Hospital.

That he passed the trade test in the year 1996. The DPC of electrician of direct quota has also declared him for the post of electrician.

The case of the management is that he was engaged on muster roll on 16-08-1986 but he has not been regularized in regular work charge establishment for the reason of order dated 19-11-1985 which puts restriction on regularization on daily rated worker who were engaged after 19-11-1985 and therefore, the workman has no cause of action against the answering management. The workman submitted his OBC certificate only on 14-02-2000 so his case for regularization as warranted could not be considered earlier because of his own negligence and as on date there is ban on regularization. The case for regularization can be considered after the ban on regularization is lifted.

The workman-applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has been continuously working as electrician and he passed trade test in the year 1992. He has served the management from 1986 till now. His services have not been regularized. The management has regularized the services of the junior OBCs workmen but they have refused him regularization.

It was submitted from the side of the management that the workman submitted his OBC certificate in 2000, so his case was not considered by the management. There is ban on regularization.

It becomes quite obvious from perusal of the record that the other junior OBCs workmen have been regularized prior to 2000. The workman could not be regularized as he did not submit any certificate of OBC in the year 2000. The workman junior to him have been regularized in 1995, 1996 & 1998. It is not also denied that juniors to him have not been regularized on OBC category.

The only case of the management is that there is ban on regularization. This plea is false. The management has regularized the workman in almost every year from 1991 to 1998. The case of this workman has not been considered illegally and arbitrarily by the management. He filed OBC certificate in 2000 and the management should have regularized him w.e.f. January, 2000.

It has been held in Constitution Bench Judgment that the management should consider the feasibility of regularization of a workman who has worked for more than 10 years. This workman has rendered services for 22 years. He filed OBC certificate in the year 2000. Junior OBCs master roll employees have been regularized prior to him. This workman deserves regularization and payment of all the arrears arising as a result of regularization from 2000.

It is not denied by the management that there is no post of electrician. The workman deserves regularization at least from March, 2000.

The reference is replied thus:—

The action of the DG, CPWD, Nirman Bhawan, New Delhi the Superintending Engineer (E), Co-ordination Circle (E), CPWD, IP Bhawan, New Delhi in not regularizing the services of Sh. Sumer Singh as wireman w.e.f. 18-06-1986 and also not appointing/promoting him to the post of Electrician even though he was duly selected in the trade test is neither legal nor justified. The workman should

be regularized on the post of electrician w.e.f. March, 2000. He is also entitled to promotion and other benefits w.e.f. the date of his regularization within two months from the date of the publication of the award.

The award is given accordingly.

Date: 14-5-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई.सी. एल. के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (सन्दर्भ संख्या 99/1995) को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-22012/529/1994-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1409.—In pursuance of Section 17 of the Industrial disputes Act 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 99/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shows in the Annexure in Industrial Dispute between the employers in relation to the management of SECL, and their workmen which was received by the Central Government on 23-5-08.

[No. L-22012/529/1994-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/99/95

PRESIDING OFFICER: SHRI C.M.SINGH

The General Secretary,
Koyla Mazdoor Sabha (UTUC),
Post Dhanpuri,
Distt. Shahdol (MP)

Workman/Union

Versus

The Sub Area Manager,
Burhar Sub Area of SECL,
Post. Dhanpuri,
Distt. Shahdol

Management

AWARD

Passed on this 6th day of May 2008

I. The Government of India, Ministry of Labour vide its Notification No. L-22012/529/94-IR (C-II) dated 26-5-95 has referred the following dispute for adjudication by this tribunal:—

“क्या प्रबंधन सब एरिया मैनेजर, बुहार सब एरिया साउथ ईस्टर्न कोल्फील्डस लिमिटेड के प्रबंधकों द्वारा श्री उमेश कुमार क्लिपमैन टो. नं. 371 बुहार कोलरी नं. 3 को विगत 8 वर्षों से मुंशी के पद पर कार्य लिये जाने के बाद उसे मुंशी के पद पर पदोन्नत नियमित न करने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है।”

2. The case of workman Shri Umesh Kumar in brief is that he was employed as Tub Munshi at Burhar Colliery No.3 for the last 8 years continuously. That the workman Umesh kumar, clipman, token No. 371 had raised an industrial dispute before Assistant Labour Commissioner (C) for his promotion/regularisation which ended in failure. During the conciliation proceedings, due to closure of Burhar Colliery, he was transferred to Navgaon project. He came to know that though he was promoted but some deduction was being made from his basic pay which caused him financial loss. The management had knowledge that an industrial dispute of workman Umesh Kumar was pending through Koyla Mazdoor Sabha and under such circumstances, it was not just and proper to make deduction from his salary and not to promote him. It is prayed that he may be promoted and regularised on the post of Munshi.

3. The case of the management in brief is as follows. That workman Shri Umesh Kumar was initially appointed as Badli tub loader on 28-10-78. He was regularised to the post of clipman on 1-7-84. While the workman was working as clipman, he was selected for the post of pit munshi in clerical Grade-III. Since he has already been promoted as pit munshi, the dispute becomes infructuous. The workman has not worked as a Raising mate for eight years as claimed by him. His pay has been fixed according to the post of Pit Munshi Clerical Grade-III.

4. Vide order dated 7-12-2005 passed on the ordersheet of this reference proceeding, the reference proceeded exparte against the workman.

5. As the reference proceeded exparte against the workman, there is no oral evidence on behalf of the workman on record.

6. The management in order to prove their case filed affidavit of their witness Shri M.L.Prajapat, then working as Sub Area Manager, Burhar Sub Area in SECL, Sohagpur area.

7. I have heard Shri A.K.Shashi, Advocate learned counsel for the management and perused the evidence on record.

8. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of management's witness Shri M.L.Prajapat.

9. The reference is, therefore, decided in favour of the management and against the workman without any orders as to costs as follows:—

"प्रबंधतंत्र सब एरिया मैनेजर, बुडार सब एरिया साउथ ईस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधकों द्वारा श्री उमेश कुमार क्लिपमेन टो. नं. 371 बुडार कोलरी नं. 3 को विगत 8 वर्षों से मुंशी के पद पर कार्य लिये जाने के बाद उसे मुंशी के पद पद पदोन्नत/नियमित न करने की कार्यवाही न्यायोचित है। अतः संबंधित कर्मकार किसी अनुतोष का हकदार नहीं हैं।"

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली 23 मई, 2008

क्र.अ. 1410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार सी एम पी डी आई के प्रबंधतंत्र के संलग्न नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (सन्दर्भ संख्या 138/1998) को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-22012/36/1997-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1410.—In pursuance of Section 17 of the Industrial disputes Act (14 of 1947) the Central Government hereby publishes the award (Ref. No. 138/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of CMPDI and their workman, which was received by the Central Government on 23-5-2008.

[No. L.22012/36/1997-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/138/98

PRESIDING OFFICER: SHRI C.M.SINGH

The General Secretary,
Koyla Mazdoor Sabha,
Sohagpur Area,
Post Dhanpuri,
Distt. Shahdol (MP)

—Workman/Union

Versus

The Regional Manager,
C.M.P.D.I. R-IV, M.V. Market,
Near Bus Stand, Bilaspur.

—Management

AWARD

Passed on this 6th day of May 2008

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/36/97-IR (C-II) dated 17-7-98 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the Regional Director, Coal Mines Plannings Design Institute Ltd. R.No. V Bilaspur in imposing punishment of recovery of Rs.9800 from the wages of Sh.K.L.Adhikari, Driver-cum-Mechanic, Cat. VI Amadand Project is legal and justified? If not, to what relief the workman is entitled?"

2. Vide order dated 4-7-05 passed on the ordersheet of this reference proceeding, the reference proceeded exparte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows. Jeep No. MKL-116 belonging to CMPDI Exploration Camp, Amadand was under repair at RI-V, Bilaspur and after repair on 6-5-94, workman Shri K.L. Adhikari, Cat. VI/DCM was called from Amadand Exploration Camp and asked to take back the jeep No. MKL-116 from Bilaspur to Amadand. Workman Shri K.L. Adhikari was specifically given this assignment as he was a Driver-cum-Mechanic as he is more knowledgeable about the mechanism and driving of the vehicle. On 7-5-94 while the jeep was being taken to Amadand from Bilaspur, the engine of the jeep got heated and ceased. The jeep had to be towed to Amadand Exploration Camp by another vehicle. The jeep broke down due to the negligence of workman Shri K. L. Adhikari and he was chargesheeted for the same on 2-6-94. In the departmental enquiry, the workman was found guilty of the charges levelled against him and vide order dated 15-9-94, it was decided to recover an amount of Rs. 9800 out of the actual expenses incurred towards the repair of the jeep. The recovery of Rs. 9800/- was made after a fair and impartial enquiry wherein the workman had participated as per clause 27.1(b) of the certified standing order vide which the services of the workman concerned is governed with. An appeal was made by him against the above deduction but in the appeal, he did not enlight to reconsider the decision of the disciplinary authority. The action of the management of recovery of Rs. 9800 towards the cost of repair of jeep damaged due to negligence of the workman is legal and proper and consequently the workman is not entitled to any relief.

4. The management in order to prove their case filed affidavit of their witness Shri M. Ashok Kumar, then posted as Personnel Manager in CMPDI. RI-V, Bilaspur.

5. I have heard Shri A. K. Shashi, Advocate for the management and perused the evidence on record.

6. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of management's witness Shri M. Ashok Kumar.

7. The reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of Regional Director, Coal Mines Plannings Design Institute Ltd. R. No. V Bilaspur in imposing recovery of Rs. 9800 from the wages of Sh. K. L. Adhikari, Driver-cum-Mechanic, Cat. VI Amadand project is legal and justified. Consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार फ़ुट एण्ड वेबिटेबल प्रोजेक्ट के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2 नई दिल्ली के पंचाट (सन्दर्भ संख्या 05/2001) को प्रस्तुत करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-42012/111/1998-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1411.—In pursuance of Section 17 of the Industrial dispute Act (14 of 1947) the Central Government hereby publishes the award (Ref. No. 05/2001) of the Central Government Industrial Tribunal-cum-Labour Court-No. II New Delhi as show in the Annexure in Industrial Disputes between the employers in relation to the management of M/s. Fruit & Vegetable Projects, and their workman, which was received by the Central Government on 23-5-2008.

[No. L-42012/111/1998-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,
NEW DELHI**

L.D. No. 05/2001

PRESIDING OFFICER : R. N. RAI

IN THE MATTER OF :

Sh. Mahesh Kumar,
S/o. Sh. Prem Singh,
C/o. Rashtriya Dairy Vikas Karamchhari Sangh,
118, Kishanganj, Purana Rohtak Road Market,
New Delhi-110007. —Claimant

Versus

M/s Fruit and Vegetable Projects,
Mangolpuri,
New Delhi-110007,

—Respondents

AWARD

1. The Ministry of Labour by its letter No. L-42012/111/1998-IR (C-II) Central Govt. dated 05-01-2001 has referred the following point for adjudication:

The point runs as hereunder :—

“Whether the action of the management of M/s. Fruit and Vegetable Pariyojna in terminating the services of Sh. Mahesh Kumar is legal and justified? If not, to what relief the workman is entitled?”

The case of the workman is that he was employed by the respondent on 17-10-1995 and he continued in employment till termination. He was a technician in operation maintenance department. The applicant met with an accident in the factory on 05-09-1997. The matter was brought to notice of the respondent. The applicant went on sending medical certificates during the period of his illness and he was suddenly removed.

That his retrenchment is illegal because the work performed by the applicant is continuing and junior workmen to the applicant in the same department were continuing on the date of illegal retrenchment.

The case of the management is that the claimant was taken by the management temporary basis due to temporary pressure of work for a fixed period. The services of the applicant came to an end after temporary fixed period and the claimant was accordingly informed. He was not entitled to retrenchment compensation still he was paid one month's pay in lieu of notice and one month's wages in view of his two years service. No junior to the workman has been retained in service. The workman was given temporary assignment and he was informed accordingly at the end of the fixed term period.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that his name sponsored from employment exchange and he was given appointment for 17-10-1995 to 16-01-1996 and again from 17-01-1996 to 16-04-1996 and from 17-04-1996 to 16-10-1996 and from 17-10-1996 to 16-04-1997 and thereafter he was engaged from 14-07-1997 to 13-09-1997 thereafter his services were arbitrarily and illegally terminated by the management. He was paid inadequate compensation.

It was submitted from the side of the management that the workman as engaged due to increase in temporary work and every time in his appointment letter it was mentioned that his services are purely temporary and in case the fixed term is not extended his services will be terminated. No junior to the workman has been retained.

The management has filled photocopy of engagement letters. It has been specifically mentioned in the engagement letters that in case the period of fixed term is not extended by the project, his services will be deemed terminated automatically.

It has been also mentioned that either party may be terminated from contract of service after a notice of 24 hours.

The management witness has stated in his cross-examination that one Sh. Kiran Pal has been continued in service. He was in freezing department whereas the workman was in Battery Department. Sh. Kiran Pal was trainee technician and he was in different department, so his services have been retained. He was working at the time of this workman.

The concerned workman has been given temporary assignment for fixed period. In all the fixed term engagement letters it has been specifically mentioned that his services will come to end after expiry of the fixed term.

The management witness has stated in his cross-examination that the accident took place due to negligence of the workman. Sh. Kiran Pal was not appointed in his place. He was appointed in a reserved post meant for scheduled caste as per rules. His job is of technician, no doubt but he was appointed in the Freezing Department while the concerned workman was working in the Battery Department.

It becomes quite obvious from perusal of the record that the workman has been given fixed term appointment and it has been specifically mentioned in his engagement letter that his services will come to end with the expiry of the fixed term.

The management has paid him one month's pay in lieu of notice and compensation as per the provisions of section 25F of the ID Act, 1947. Termination of the workman has been rightly effected by the management in view of section 2(oo) (bb) of the ID Act, 1947.

The workman was appointed for fixed term and when the tenure of fixed term period was over his services came to an end automatically according to the engagement letters issued to him. Termination of services is just and legal. No junior has been retained.

The reference is replied thus :—

The action of the management of M/s. Fruit and vegetable Pariyojna in terminating the services of Sh. Mahesh Kumar is legal and justified. The workman

applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 15-05-2008

R.N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2008

का.आ. 1412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (सम्बन्ध संख्या 74/1993) को प्रकटित करती है जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-22012/1/1993-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd May, 2008

S.O. 1412.—In pursuance of Section 17 of the Industrial dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 74/1993) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shows in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL, and their workman, which was received by the Central Government on 23-5-2008.

[No. L-22012/1/1993-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
JABALPUR

NO. CGIT/LC/R/74/93

PRESIDING OFFICER : SHRI C. M. SINGH

Area Secretary,
Samyukta Khadan Mazdoor Sangh (AJTUC),
Union Office,
M/62 Urja Nagar, SECL,
Gevra Project,
Distt. Bilaspur.

—Workman/Union

Versus

Deputy General Manager,
SECL, Gevra Project,
P.O. Gevra Project
Distt. Bilaspur.

—Management

AWARD

Passed on this 6th day of May 2008

1. The Government of India, Ministry of labour vide its Notification No. L-22012/1/93-IR(C-II) dated 6-4-93 has referred the following dispute for adjudication by this tribunal :—

"Whether the management of Gevra Project of South Eastern Coalfields Ltd., Bilaspur is justified in denying Gr. I (Group-B) to S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari w.e.f. 1-2-89? If not, to what relief the workmen concerned are entitled to?"

The case of workmen S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari is as follows. All the 3 workmen before being employed with SECL were posted as diesel operator in the irrigation department of MP Government. For selection of Operators, they were interviewed by SECL with Shri Maganlal and other employees. That the management of SECL issued order of appointment to them. Order of appointment dated 2-6-88 was also issued to Shri Maganlal. The workmen completed their period of their appointment on probation for a period of one year at Gevra Project of SECL as diesel operator. During the training period, they have been operating dozer power (380-420 HP). After having completed probation period of one year, they were regularised on the post of diesel operator Grade-"C" whereas Shri Maganlal after having completed the training period was regularised as operator on Gr "B". The workmen were ordered to operate dozer Gr. "A" which is the machine of having power of 70 HP. It is prayed that the workmen be regularised as dozer operator of Gr. "B" from the date of completing their training and difference of pay be given to them.

3. The case of the management in brief is as follows. That workmen S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari were appointed as HEMM Operator (T) vide office order No. 3954 dated 3-6-1988, 7409 dated 30-11-1988 and 7404 dated 30-11-1988 and they have joined their duties as trainee on 10-9-1988, 4-1-1989 and 6-1-1989 respectively. The vacant posts are to be filled up by recruitment. The policy of the management is that such recruitment be made from experienced workers of different organisations/undertakings. In view of the fact that very costly HEMMs are to be operated, such recruits are kept on training and tried on different occasions for a certain period i.e. one year after completion of training their appointment is concerned in regular scale of pay on the basis of their suitability and vacancy position. The terms of appointment of the above mentioned workers is as under :—

- (a) The period of training will be one year which may be extended at the discretion of the management. During the period of the training the services of the trainee is liable to be discontinued without assigning any reason.
- (b) On satisfactory completion of training, the appointment in regular scale of pay under NCWA will be considered. On appointment the trainee will be on probation for a period of six months which is liable to be extended at the discretion of the company.

4. The workmen namely S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari completed one year as on 1-12-89. As per terms of appointment, their appointment in regular scale of pay should not have been considered before expiry of one year i.e. 4-1-90 and 6-1-90 respectively. Their claim that they should be regularised as Dozer Operator Gr. II (Group "B") immediately on completion of their training i.e. one year. That after completion of training period, the trainees were appointed in regular pay of scale in terms of appointment order and they have been placed in Dozer Operator Grade-II (Group "C"). The Union has compared the case of Sarva Shri Kanhaiya Singh, Jawahar Singh and Badri Vishal Tiwari with Shri Maganlal and Gariba. Shri Maganlal was appointed vide office order No. 3947 dated 2-6-1988 as Dozer Operator and joined duty on 2-6-1988 and Shri Gariba was appointed vide office order No. 3977 dated 12-11-1987 as Dozer Operator. Shri Maganlal and Gariba were departmental candidates and they are senior to the workmen. The workmen cannot compare their case with the seniors. That the Dozer operators who are operating higher capacity machines are paid difference of wages/operating allowance, as the case may be. Shri Kanhaiyalal and others were paid difference of wages/operating allowance for operating higher capacity machines. That the workmen S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari have already been promoted to the post of Dozer Operator Gr-I (Group "B") w.e.f. 1-7-94. There is no discrimination and juniors to the claimants have not been placed above them. The seniority of the workmen is maintained.

5. Vide order dated 18-10-06 passed on the ordersheet of this reference proceeding, the reference proceeded exparte against the workmen/Union.

6. The management in order to prove their case filed affidavit of their witness Shri S. Ramkrishna Rao, then working as Dy. C.P.M. in Gevra Project.

7. I have heard Shri A. K. Shashi, Advocate learned counsel for the management and perused the evidence on record.

8. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of their witness Shri S. Ramakrishna Rao.

9. The reference is, therefore, decided in favour of the management and against the workmen/Union without any orders as to costs holding that the management of Gevra Project of South Eastern Coalfields Ltd., Bilaspur is justified in denying Gr. I (Group-B) to S/Shri Kanhaiya Lal, Jawahar Singh and B. V. Tiwari w.e.f. 1-2-89. Consequently the workmen are not entitled to any relief.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2008

क्र. आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब और सिंध बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/ग्राम न्यायालय बीकानेर के पंचाट (संदर्भ संख्या 1/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/150/2002-आईआर(बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2008

S. O. 1413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1/2003) of the Industrial Tribunal, Bikaner as shown in the Annexure, in the industrial dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 23-05-2008.

[No. L-12012/150/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण, बीकानेर

पीठासीन अधिकारी : डॉ. वीरेन्द्र कुमार माधुर, आर. एच. जे. एस. नं. मु. सी. आई. टी. रैफ़रेन्स नं. 1 सन् 2003

किसन लाल किराडू पुत्र श्री सत्यनारायण किराडू, निवासी बारह गुवाड चौक, सदाप्लाड, बीकानेर

प्राथी/श्रमिक

विरुद्ध

दी मैनेजर, पंजाब एंड सिंध बैंक, नत्थुसर गेट, बीकानेर

अप्राथी/नियोजक

प्रसंग अंतर्गत धारा 10 (1) (घ), औद्योगिक विवाद अधिनियम, 1947

उपस्थिति:-

1. श्री नेमी चन्द्र पाण्डे, अधिवक्ता, प्राथी श्रमिक पक्ष के लिए
2. श्री हरेन्द्र कुमार महोदिया, अधिवक्ता, अप्राथी नियोजक पक्ष के लिए

अधिनिर्णय

दिनांक 11 अप्रैल, 2008

भारत सरकार, ग्राम मंत्रालय नई दिल्ली ने औद्योगिक विवाद अधिनियम, 1947 जिसे आगे चलकर केवल अधिनियम कहा गया है की धारा 10 की उप-धारा (1) के खण्ड (घ) के अधीन जारी अधि सूचना क्रमांक एल-12012/150/2002-आईआर (बी-II) दिनांक 27 जनवरी, 2003 द्वारा प्रेषित इस प्रसंग के अंतर्गत निम्न विवाद अधिनिर्णयार्थ इस अधिकरण में भेजा था :-

"Whether the action of the management of Punjab and Sind Bank in terminating the services of workman Shri Kishan Lal with effect from 9-1-2002 was legal and justified? If not what relief the workman is entitled to and from which date?"

2. प्रसंग प्राप्त होने पर प्रकरण रजिस्टर किया गया, दोनों पक्षों द्वारा अपने-अपने लिखित अभिवचन पेश किये गये हैं अर्थात् प्राथी श्रमिक किसन लाल द्वारा प्रस्तुत क्लेम आवेदन का जवाब अप्राथी नियोजक पक्ष द्वारा दिया गया है।

3. संक्षेप में, प्रकरण के तथ्य इस प्रकार से बतलाये गये हैं कि प्राथी श्रमिक किसन लाल किराडू (जिसे आगे चलकर केवल प्राथी श्रमिक कहा गया है) के द्वारा अपना क्लेम आवेदन इस आशय के साथ प्रस्तुत किया गया कि अधिनियम के विभिन्न प्रावधानों के अर्थ में प्राथी श्रमिक कर्मकार है और अप्राथी संस्थान उद्योग है, अप्राथी ने नत्थुसर गेट, बीकानेर पर बैंक की शाखा दिनांक 11-06-1994 को खोली थी और इसी दिन अप्राथी ने प्राथी को चतुर्थ ग्रेणी कर्मचारी चपरासी के रिक्त पद पर नियुक्ति दी थी और प्राथी श्रमिक ने दिनांक 11-06-1994 को बैंक में कार्यभार संभाल लिया था, जोनल मैनेजर ने पत्र दिनांक 8-11-1994 के जरिये प्राथी की नियुक्ति की पुष्टि कर दी थी, अप्राथी ने कभी उल्लेख नहीं किया कि प्राथी को आगामी आदेश तक अस्थाई चपरासी पद पर नियुक्त किया है, अप्राथी ने इसकी सेवायें दिनांक 9-01-2002 के आदेश से समाप्त कर दी, प्राथी ने दिनांक 11-6-1994 से 9-1-2002 तक लगातार 7 साल छः माह और 29 दिन बैंक की सेवा की है, प्राथी की सेवाओं से अप्राथी सदैव पूर्ण संतोख प्राप्त करता रहा और उसके वेतन की अदायगी उसके बचत खाता सं. 287 में अप्राथी हर माह जमा करता था, इस अवधि की उपस्थिति अप्राथी के कार्यालय से हाजिरी रजिस्टर में अंकित है, अप्राथी की शाखा के अवकाश अभिलेख में प्राथी द्वारा अवकाशों का सक्षम अधिकारी द्वारा स्वीकृत करने के साथ योग अंकित है और अप्राथी के तहत शाखा के अधीनस्थ चपरासी, दफ्तरी, कैशियन, वाटर बाय पद रिक्त हैं। आगे यह भी अंकित किया है कि अप्राथी ने टर्मिनेशन से पूर्व चपरासी पद की वरिष्ठता सूची जारी नहीं की है और छटनी मुआवजे का भुगतान नहीं किया है और ना ही टर्मिनेशन से पहले एक माह का नोटिस दिया है। अप्राथी द्वारा जोनल मैनेजर को पत्र दिनांक 28-2-1995 के जरिये प्राथी को स्थाई सेवा में लेने का आग्रह किया गया है जिससे भी प्राथी का अधिकार पुष्ट होता है और द्वितीयतः समझौते के अनुसार दिनांक 8-11-1994 से पूर्ण वेतन भुंखला व समय-समय पर संशोधित महंगाई पत्ते का भुगतान प्राथी को स्थाई कर्मचारी मानकर किया है जिसको केवल स्थाई कर्मचारी पाने का अधिकार है, प्राथी स्थाई कर्मचारी कानून की नजर में है, बैंक नियमानुसार खातेदारों के मियादी जमा और बचत खातों में परिचय करने का अधिकार केवल स्थाई कर्मचारी को है और प्राथी ने अनेक खातेदारों का परिचय किया है जिन्हें स्वीकार कर खाते खोले गये हैं। आगे यह भी अंकित किया गया है कि प्राथी के साथ उसी दिन श्रीमती केशर की नियुक्ति की गई थी जिसकी नियुक्ति में भी प्राथी की तरह से रोजगार कार्यालय आदि किसी प्रकार की प्रक्रिया नहीं की गई थी और उक्त श्रीमती केशर आज भी बैंक की सेवा में है और

प्राथी की सेवा समाप्त कर दी गयी है जिससे प्राथी के वैधानिक समानता के अधिकार का गैर-कानूनी हनन हुआ है। प्राथी ने दौरान बैंक सेवा अन्य रोजगार तलाश नहीं किया और अब प्राथी अधिक आयु होने से रोजगार कानूनन प्राप्त नहीं कर सकता है, अप्राथी द्वारा टर्मिनेशन किये जाने से प्राथी बेरोजगार हो गया है, अप्राथी अपने गैर-कानूनी कृत्य का लाभ खुद प्राप्त करने का अधिकारी नहीं है, प्राथी का जन्म दिनांक 5-5-1968 बैंक रिकार्ड में अंकित है अप्राथी द्वारा दिनांक 9-1-2002 को किये गये टर्मिनेशन (छटनी) को अवैधानिक, गैर-कानूनी और शून्य व प्रभावहीन बतलाते हुए स्वयं को सेवासमाप्ति के दिन से बेरोजगार होना अंकित करते हुए नियुक्ति दिन से ही स्थाई मानते हुए समस्त आर्थिक लाभ, वेतन भत्तों आदि व सेवा सम्बन्धित लाभ दिलाये जाने की प्रार्थना की है। न्यायालय की अनुमति से प्राथी पक्ष द्वारा दिनांक 28-4-2006 को संज्ञोधित क्लेम आवेदन इन्हीं तथ्यों की पुनरुक्ति करते हुए प्रस्तुत किया गया है।

4. अप्राथी नियोजक द्वारा प्रस्तुत अपने जवाब दावे में प्रकरण का प्रक्रिया करते हुए श्रम मंत्रालय की अधिसूचना जारी होना स्वीकार करते हुए यह अंकित किया गया है कि क्लेम आवेदन के मद सं. 1 में जिस व्यक्ति का नाम रैफरेन्स में लिखा गया है वह रैफरेन्स से भिन्न है, अप्राथी का जवाब है कि प्राथी को पूर्ण अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक के लिए लगाया गया था एवम् उसको इस संबंध में पूर्ण रूप से अवगत करा दिया गया था एवम् उसकी उसे पूर्ण जानकारी थी, अन्य सभी तथ्यों को इन्कार करते हुए वह भी अंकित किया गया है कि अप्राथी बैंक के जोनल मैनेजर ने न तो पत्र दिनांक 8-11-1994 द्वारा या अन्य किसी पत्र द्वारा कभी भी प्राथी की स्थाई नियुक्ति की पुष्टि की और न ही वह इसके लिए सहमत थे, प्राथी को इस तथ्य की भली-भाँति जानकारी थी कि उसको नियुक्ति कभी भी रोजगार कार्यालय के माध्यम से निर्धारित प्रक्रिया द्वारा नहीं हुई है एवम् पूर्ण रूप से अस्थाई रूप में कार्य करने हेतु आगामी आदेश के लिए रखा गया है और प्राथी ने पूर्णतः अस्थाई रूप में कार्य किया था, उसने 7 साल 6 माह 29 दिन तक लगातार सेवा नहीं की। प्राथी के संबंध में चपरासी के पद की वरिष्ठता सूची बनाने का कोई औचित्य नहीं था एवम् न ही प्राथी छंटनी मुआवजा, एक माह का नोटिस या नोटिस वेतन पाने का अधिकारी था, बैंक में छाते खोलने के लिए बैंक का कोई भी छातेदार परिचय करवा सकता है और उस परिचय करवाने मात्र से वह बैंक का कर्मचारी नहीं बन सकता है, श्रीमती केसर कंदार का मामला प्राथी के मामले से भिन्न है और प्राथी को किसी वैधानिक अधिकार का हनन नहीं किया गया है, अप्राथी की जानकारी के अनुसार वर्तमान में प्राथी अन्यत्र कार्य करके अपना भरण-पोषण कर रहा है, प्राथी का वाद छंटनी की परिभाषा में नहीं आता है, प्राथी का अस्थाई कार्य आगामी आदेश होने तक भी एवम् औद्योगिक विवाद अधिनियम की धारा 2(oo) (बी.बी.) के अनुसार दिनांक 9-1-2002 किसी भी प्रकार से गैर-कानूनी नहीं है एवम् अप्राथी ने अधिनियम के आज्ञापक प्रावधानों का कोई उल्लंघन नहीं किया है, प्राथी लगातार अन्यत्र कार्यरत है और अपना भरण-पोषण कर रहा है, सेवा समाप्ति के दिन से प्राथी का बेरोजगार होना अपने आप में अविश्वसनीय है, प्राथी कोई भी रहस्य एवम् लाभ

प्राप्त करने का अधिकारी नहीं है। अतिरिक्त आपत्तियों में यह भी आपत्तियाँ ली गई हैं कि विवाद का टर्म्स ऑफ रैफरेन्स त्रुटिपूर्ण है, अप्राथी बैंक ने समझौता अधिकारी के समक्ष प्रस्तुत अपने जवाब में यह स्पष्ट रूप से कथन किया था कि प्राथी को अप्राथी बैंक में कभी भी रिक्त स्थान भरने हेतु नियुक्त नहीं किया गया था और न ही उसे स्थाई पद के विरुद्ध नियुक्ति प्रदान की गई, अप्राथी बैंक भारतीय सरकार का राष्ट्रीयकृत उपक्रम है एवम् बैंक में स्थाई भर्ती के लिए रोजगार कार्यालय के माध्यम से निश्चित प्रक्रिया नियत है एवम् इस प्रक्रिया का पालन किए बिना किसी भी अधिकारी को चाहे वह कितना भी बड़ा हो स्थाई नियुक्ति के विरुद्ध नियुक्ति प्रदान नहीं कर सकता है परन्तु रैफरेन्स करते समय इन महत्वपूर्ण तथ्यों पर कोई विचार नहीं किया गया एवम् मस्तिष्क से बिना विचार किए ही मैकेनिकल तरीके से टर्म्स ऑफ रैफरेन्स निर्धारित कर दिए अतः रैफरेन्स त्रुटिपूर्ण है एवम् विवाद ट एपलीकेशन ऑफ माईण्ड किया होने के कारण से रद्दी एवम् खारिज किए जाने योग्य है, प्राथी स्वच्छ हथ्यों से अधिकरण के समक्ष नहीं आया है, विवाद केन्द्रीय सरकार से श्रम न्यायालय से प्राप्त हुआ है जो विधि अनुसार नहीं है और पोषणीय नहीं है, अप्राथी पंजाब एण्ड सिंध बैंक केन्द्रीय सरकार का उपक्रम है, केन्द्रीय सरकार द्वारा बैंक में नियुक्ति हेतु दिशा-निर्देश पारित किए हुए हैं, प्राथी की नियुक्ति अभी भी उन दिशा-निर्देशों के अनुसार नहीं की गई है, प्राथी को सेवा में बने रहने का कोई अधिकार नहीं है प्रबन्धक को सेवा में नियुक्ति का कोई अधिकार प्राप्त नहीं है, स्थाई नियोजन के लिए निर्धारित प्रक्रिया दर्शाते हुए यह भी आपत्ति की गई है कि प्राथी के मामले में न तो नियोजन कार्यालय के मार्फत कोई सूची आई, न ही ध्यान समिति द्वारा योग्यता के अनुसार प्राथी का चयन किया गया और न ही सक्षम व्यक्ति द्वारा प्राथी की कभी नियुक्ति ही की गई और न ही प्राथी का पदस्थापन बीकानेर शाखा में सक्षम व्यक्ति द्वारा किया गया है, प्राथी बैंकडोर एण्ट्री की मार्फत सेवा में बना रहना चाहता है जिसकी हजाजत कानूनन नहीं दी जा सकती है, प्राथी को सेवा में बना रहने का कोई अधिकार नहीं है, प्राथी ने यह तथ्य छिपाया है कि उसने तत्कालीन प्रबन्धक पर स्वयं को बैंक प्रमिसेज के भ्रमन मालिक का रिश्तेदार होने का दबाव डालते हुए अवैध रूप से बैंकिंग सेवाओं में निर्धारित मापदण्डों को ताक में रखकर कार्य किया व भुगतान प्राप्त करता रहा है जिससे उसे सेवा में बने रहने का कोई अधिकार प्राप्त नहीं होता है न ही हो सकता है, जैसे ही सक्षम व्यक्ति की जानकारी में यह तथ्य आया उसने नियमानुसार शाखा प्रबन्धक को आवश्यक निर्देश प्रदान किए हैं, प्राथी ने अवैध रूप से मैनेजर पर दबाव डालकर यदि कोई लाभ गलत रूप से प्राप्त किया है तो उसके लिए बैंक उत्तरदायी नहीं है, प्राथी के वकील के नोटिस के जवाब में स्पष्ट रूप से सारी स्थिति बैंक के वकील ने स्पष्ट कर दी थी, बैंकडोर एण्ट्री भारत के संविधान के आर्टिकल 14 व 16 का उल्लंघन है, कार्यरत अस्थाई व्यक्तियों को सरकार के दिशा-निर्देशों के विपरीत स्थाई नहीं किया जा सकता है फिर भी अधिनिर्णयार्थ प्रेरित यह विवाद त्रुटिपूर्ण है, बैंक ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया है दिनांक 9-1-2002 को जारी आदेश मात्र उच्चाधिकारियों के आदेश का कम्युनिकेशन है जो उच्च अधिकारियों के आदेश दिनांक 7-1-2002 की पालना में किए गए हैं, शाखा

प्रबन्धक को विवाद में वर्णित कोई अनुतोष देने का अधिकार प्राप्त नहीं है। अंत में प्राथी का कलेम आवेदन स्वयं के विरुद्ध हर्ज-हर्जें सहित खारिज करने की प्रार्थना की गई है।

5. पञ्चमार्थ द्वारा प्रस्तुत सक्षय के दौरान, प्राथी पक्ष की सक्षय में प्राथी श्रमिक किसानलाल किराडू ने स्वयं का शपथपत्र पेश किया है जिसके खण्डन में अप्राथी बैंक की ओर से तत्कालीन शाखा प्रबन्धक दीपक रस्तोगी का शपथ-पत्र पेश हुआ है, प्रत्येक पक्ष द्वारा एक-दूसरे पक्ष के साथी से जित्त की गई है एवम् प्रलेखीन साक्ष्य भी प्रस्तुत हुई है।

6. विद्वान पञ्चमार्थ की बहस सुनी गई एवम् पत्रावली का ध्यानपूर्वक अवलोकन किया गया; हमारे समक्ष लब्धित इस प्रसंग के निस्तरण के लिए प्रमुख रूप से यही विचारणीय है कि क्या प्राथी श्रमिक किसानलाल किराडू को दिनांक 9-1-2002 के आदेश से सेवापुषक किन्ना नामा उचित एवम् वैध है? यदि नहीं तो प्राथी श्रमिक क्या रहस्य किस दिनांक से प्राप्त करने का अधिकारी है?

7. इस सम्बन्ध में साक्ष्य के दौरान प्रस्तुत अपने शपथ-पत्र के बयान में प्राथी श्रमिक ने स्वयं द्वारा प्रस्तुत कलेम आवेदन में वर्णित तथ्यों की पुनरावृत्ति करते हुए अपनी नियुक्ति 11-6-1994 से होनी और अपनी सेवाएं 9-1-2002 के आदेश से समाप्त कर देना व गवाहरी घेतन व अन्य भुगतान की रकम अपने बचत खाते में अप्राथी द्वारा जमा करने का कथन किया है और बैंक खाते की प्रमाणित प्रतिलिपि प्रदर्श डब्ब्यू-1 पेश की है तथा लगातार 7 साल, 6 माह 29 दिन की उपस्थिति अप्राथी के हाजरी रजिस्टर में अंकित होने का कथन किया है और यह भी बताया है कि न्यायलय ने दिनांक 21-6-2004 के द्वारा अप्राथी को दस्तावेज पेश करने का आदेश दिया था परन्तु अप्राथी ने दस्तावेज तत्काली प्रार्थना-पत्र की धरा सं. 4 में दर्ज पत्र की प्रतिलिपि ही पेश की है जो प्रदर्श डब्ब्यू-2 से अंकित की गई है, शपथ दस्तावेज पेश नहीं किए हैं, सक्षय के दौरान, प्राथी ने दस्तावेज प्रदर्श डब्ब्यू-3, समझौता अधिकारी के समक्ष प्रस्तुत बैंक खाते की प्रमाणित प्रतिलिपि प्रदर्शन डब्ब्यू-4, स्वयं का प्रार्थनापत्र, प्रदर्श डब्ब्यू-5, समझौता अधिकारी के समक्ष बैंक द्वारा प्रस्तुत जवाब, प्रदर्श डब्ब्यू-6 एवम् स्वयं द्वारा प्रस्तुत जवाब-जवाब प्रदर्शन डब्ब्यू-7, पेश करते हुए धमिनेशन पत्र दिनांक 9-1-2002 को अवैधानिक, गैर-कानूनी व सूच्य बतलाते हुए सभी देय लाभों सहित पूर्व पद पर सेवा की निरन्तरता व पिछले पूर्ण घेतन आदि सहित बहाल करने का अर्काई पत्रित करने की प्रार्थना की है। प्रतिपरीक्षण के बयान में उक्त गवाह ने यह स्वीकार किया है कि मुझे जब बैंक में काम पर रखा था तब इस बचत अखतार में किसी प्रकार की सूचना प्रकाशित नहीं हुई थी, मेरा नाम रोजगार कार्यालय से भी नहीं मंगवाया था, मेरा कोई इंटरव्यू नहीं हुआ था आज खुद कहा कि डायरेक्ट ही काम पर रखा था, मैं अंग्रेजी व हिन्दी जानता हूँ लेकिन अंग्रेजी कम जानता हूँ, मुझे वो किसी कमेटी ने इंटरव्यू नहीं किया था बल्कि मैनेजर ने ही सीधे काम पर रखा था, मुझे ऊपर वाले अधिकारी अर्थात् जयपुर के आदेश से काम से हटाया था, मुझे काम पर रखने हेतु जनरल मैनेजर का आदेश आया था उस आदेश की प्रति मैंने पेश नहीं की है आज खुद कहा कि उक्त आदेश बैंक में है, बैंक वाली बिल्डिंग का मालिक

मुलाकीदास किराडू है, मुलाकीदास किराडू मेरा रिस्ते में चाई लगता है, मुझे जब काम पर रखा गया तब बैंक में मैनेजर एस्.एन. भावला रहस्य थे और श्री भावला आज भी बैंक की सेवा में कामरत हैं जो कहीं पर अन्यत्र है उनके निकाला नहीं गया है।

खण्डन में अप्राथी पक्ष की ओर से प्रस्तुत सभी दीपक रस्तोगी ने प्रस्तुत अपने शपथ-पत्र के बयान में स्वयं का पंचाय एण्ड सिंध बैंक, बीकानेर शाखा में 31 जनवरी, 2000 से 4-5-2004 तक कर्तार रहस्य प्रबन्धक के पद पर कार्यरत रहने और स्वयं को मामलों के तथ्यों से परिचित होने का कथन किया है तथा अप्राथी बैंक द्वारा प्रस्तुत जवाब दावे में वर्णित तथ्यों की पुनरावृत्ति करते हुए दिनांक 11-6-1994 को नत्थुसर गेट, बीकानेर में अप्राथी बैंक की शाखा खोलना, प्राथी को पूर्ण अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक लगाया जाना एवम् प्राथी को उसके आगामी आदेश तक की अस्थाई कार्य के सम्बन्ध में पूर्ण रूप से अवगत करा देने एवम् उसे इसकी पूर्ण जानकारी होने का कथन करते हुए यह भी कथन किया है कि अप्राथी बैंक के जेनरल मैनेजर ने न तो पत्र दिनांक 8-11-1994 द्वारा या अन्य किसी पत्र के द्वारा कभी भी प्राथी की स्थाई नियुक्ति की पुष्टि की और ना ही यह इसके लिए सक्षम थे, उक्त गवाह का यह भी कथन है कि प्राथी को कभी भी स्थाई पद के विरुद्ध नियुक्ति प्रदान नहीं की गई अपितु पूर्णतः अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक के लिए रखा गया था, प्राथी के सम्बन्ध में चपरासी पद की परिष्कृता सूची बनाने का कोई औचित्य नहीं था न ही क्षेत्रीय कार्यालय या कार्यालय से ऐसे निर्देश ही थे कि सेवा से पूर्व कोई रिट्रैन्समेंट कम्पनसेशन, नोटिस या नोटिस की एवज में कोई घेतन का भुगतान करना होगा, ना ही क्षेत्रीय कार्यालय से इसके बारे में कोई स्वीकृति ही प्राप्त हुई थी जिसके अन्तर्गत कोई राशि भुगतान करता, जेनरल मैनेजर से पत्र प्रदर्श-2 के अन्तर्गत पर प्राथी की सेवा डिस्पेन्ससिड की गई थी, प्राथी कंट्री मुअमला, एक माह का नोटिस या नोटिस घेतन पाने का अधिकारी नहीं था। उक्त गवाह का यह भी कथन है कि प्राथी को सेवा में बने रहने का कोई अधिकार नहीं है, प्रबन्धक को सेवा में नियुक्ति का कोई अधिकार प्राप्त नहीं है, बैंक ने औद्योगिक विवाद अधिनियम के किसी प्रावधान का उल्लंघन नहीं किया है, शाखा प्रबन्धक द्वारा दिनांक 9-1-2002 को जारी आदेश मात्र तत्काली अधिकारियों के आदेश का कम्प्युटिकेशन है जो उच्च अधिकारियों के आदेश दिनांक 7-1-2002 की पालना में किए गए हैं, रहस्य प्रबन्धक को विवाद में वर्णित कोई अनुतोष देने का अधिकार प्राप्त नहीं है और प्राथी कोई भी राहत प्राप्त करने का अधिकारी नहीं है। उक्त गवाह में प्रतिपरीक्षण के बयान में पूछने पर यह भी बताया है कि यह सही है कि बैंक प्राथी का पेमेन्ट या भुगतान उसके बचत खाते में जमा करता था, मुझे पता नहीं है कि प्राथी ने बैंक में किस तारीख को जमाईन किया था, प्राथी के बचत खाते की प्रति प्रदर्श डब्ब्यू-1 है। आगे पूछने पर यह भी बताया है कि प्राथी पहले भी मुझे मिलता था और आज भी मुझे मिलता है, प्राथी के अन्यत्र कार्यरत होने की जानकारी प्राथी से ही मिली थी, प्राथी कहाँ पर नौकर है और उसे किन्ना वेतन मिलता है मुझे इसकी जानकारी नहीं है, प्राथी ने मुझ पर किसी प्रकार का अनुचित दबाव नहीं डाला और

मुझसे पहले किसी अधिकारी पर अनुचित दबाव डाला हो तो इसकी मुझे जानकारी नहीं है, तत्कालीन बैंक प्रबन्धक पर अनुचित दबाव डालते समय मैं उस बैंक में नहीं था, रिकार्ड देखने से अनुचित दबाव डालने की बात मालूम पड़ी थी लेकिन उक्त रिकार्ड न्यायालय में पेश नहीं हुआ है। आगे पूछने पर उक्त गवाह ने यह भी कथन किया है कि यह कहना गलत है कि प्रार्थी का पेमेन्ट जयपुर से आता हो और फिर बैंक उक्त पेमेन्ट को प्रार्थी के खाते में जमा करता हो अजबुद कहा कि पेमेन्ट तो इसी शाखा से होता था, जिस अधिकारी ने इस प्रार्थी को काम पर रखा था उक्त अधिकारी आज भी बैंक की तिलक नगर शाखा में कार्यरत है, प्रदर्श डब्ल्यू-2 दस्तावेज हमारे जोनल ऑफिस का है, प्रदर्श डब्ल्यू-3 का पृष्ठ हमारे शाखा से जारी हुआ था, प्रार्थी से किसी प्रकार का स्पष्टीकरण नहीं मांगा गया था।

8. पत्रावली पर आई समस्त मौखिक एवम् दस्तावेजी साक्ष्य का ध्यानपूर्वक अवलोकन किया गया, हमारे समक्ष लब्धित इस प्रकरण में प्रार्थी का अप्रार्थी बैंक शाखा में 11-6-1994 से 9-1-2002 तक चतुर्थ श्रेणी कर्मचारी के पद पर कार्य करने का कथन है, उसका यह भी कथन है कि जोनल मैनेजर ने पत्र दिनांक 8-11-1994 के जरिए प्रार्थी की नियुक्ति की पुष्टि की थी। पत्रावली पर प्रस्तुत दस्तावेज प्रदर्श डब्ल्यू-2, को अप्रार्थी बैंक के गवाह दीपक रस्तोगी ने जोनल ऑफिस का होना और प्रदर्श डब्ल्यू-3 का पृष्ठ बैंक शाखा का होना अपने प्रतिपरीक्षण के बयान में स्वीकार किया है। प्रदर्श डब्ल्यू-2, यश जोनल ऑफिस से 7-1-2002 को जारी किया गया है जिसके अनुसार में 9-1-2002 के आदेश द्वारा प्रार्थी की सेवा समाप्त की गई है, प्रदर्श डब्ल्यू-1, प्रार्थी ने अपने बैंक खाते की प्रमाणित प्रतिलिपि होने का कथन करते हुए यह भी कथन किया है कि उसके वेतन का प्रतिमाह भुगतान इसी बैंक खाते में अप्रार्थी द्वारा जमा किया जाता था, बैंक खाते में प्रार्थी का वेतन प्रतिमाह अप्रार्थी द्वारा जमा करने के तथ्य को भी नियोजक साक्षी ने स्वीकार ही किया है। प्रस्तुत साक्ष्य से यह निर्विवादित है कि प्रार्थी श्रमिक ने अप्रार्थी संस्थान में हर सूरत में सेवा समाप्ति दिनांक 9-1-2002 के आदेश से पूर्व विगत एक कलैण्डर वर्ष में 240 दिन की सेवावधि पूर्ण कर ली थी। अप्रार्थी की ओर से प्रमुख रूप से तर्क यह दिया गया है कि चूंकि प्रार्थी की नियुक्ति बैंक में पिछले दरवाजे से हुई थी और वह भी पूर्णतया अस्थाई रूप से हुई थी और इस अस्थाई नियुक्ति को आदेश प्रदर्श डब्ल्यू-2, की पालना में समाप्त कर देने को अधिनियम की धारा 2(00) के अर्थ में छंटनी नहीं माना जा सकता विशेषकर जबकि उसे प्रारंभ से ही पता था कि उसको नियुक्ति कभी भी स्थाई रिक्त पद पर नहीं की गई और ना ही उस पद के लिए प्रार्थी की योग्यता थी और ना ही उसका कार्य संतोषप्रद था और मैनेजर को नियुक्ति का अधिकार प्राप्त नहीं है तथा बैंक में केन्द्रीय सरकार के दिशा-निर्देशों पर ही नियुक्ति हो सकती है तथा स्वयं प्रार्थी श्रमिक ने प्रतिपरीक्षण के बयान में यह स्वीकार भी किया है कि उसे काम पर रखा तब अखबार में किसी प्रकार की सूचना प्रकाशित नहीं हुई, इसका नाम रोजगार कार्यालय से नहीं आया था, उसका कोई इन्टरव्यू नहीं हुआ था। पत्रावली पर आई इस साक्ष्य को आधार बनाते हुए अप्रार्थी की ओर से यह तर्क दिया गया है बिना प्रक्रिया अपनाए चल रही उस अस्थाई नियुक्ति को समाप्त कर देने

का कृत्य किसी भी रूप में अनुचित नहीं है। पत्रावली पर उपलब्ध साक्ष्य के द्वारा प्रार्थी ने अप्रार्थी संस्थान में 7 साल 6 माह 29 दिन कार्य करने का कथन किया है जिसकी पुष्टि में प्रदर्श डब्ल्यू-1, बैंक खाते की प्रमाणित प्रतिलिपि भी पेश की है, ऐसी स्थिति में जबकि श्रमिक की 7 साल से भी अधिक लम्बी सेवावधि रही है; प्रदर्श डब्ल्यू-2, के अनुसरण में अप्रार्थी बैंक द्वारा सेवा समाप्त करने का कृत्य औद्योगिक विवाद अधिनियम की धारा 2(00) के अर्थ में छंटनी के सिवाय और कुछ नहीं है, धारा 2(00) (बी.बी.) के प्रावधान इस प्रकरण पर लागू नहीं होते हैं क्योंकि अप्रार्थी संस्थान द्वारा ऐसी कोई साक्ष्य पेश नहीं की गई है कि प्रार्थी की नियुक्ति किसी निश्चित अवधि के किए की गई हो और वह निश्चित अवधि समाप्त होने के साथ ही उसकी सेवामुक्ति हुई हो। हम, विद्वान अधिवक्ता प्रार्थी पक्ष द्वारा किए गए इस तर्क से पूर्णतया सहमत हैं कि प्रार्थी की सेवामुक्ति से पूर्व अधिनियम की धारा 25-एफ की पालना में एक माह का नोटिस अथवा नोटिस वेतन एवम् छंटनी सुआवचा दिया जाना अनिवार्य था और उस जैसा कार्य करने वाले सभी चतुर्थ श्रेणी कर्मचारियों की वरिष्ठता सूची बनाई जाकर कनिष्ठतम व्यक्ति की छंटनी की जाने का प्रावधान है और इन आवश्यक प्रावधानों की पालना किए बिना प्रार्थी की सेवा समाप्ति करना किसी भी रूप में उचित एवं वैध नहीं है। अतः प्रार्थी सेवा समाप्ति दिनांक 9-1-2002 से ही पुनः सेवेतन, पूर्ववत् सेवा की निरन्तरता के साथ-साथ देय अन्य सभी लाभों सहित अप्रार्थी के नियोजन में बहाल होने का अधिकारी है परन्तु काम नहीं तो वेतन नहीं के सिद्धान्त के आधार पर प्रार्थी को सेवामुक्ति दिनांक से आज पारित अवाई के प्रकाशन दिनांक तक की अवधि का वेतन उसको दिलाया जाना उचित एवं न्यायसंगत प्रतीत नहीं होता है परन्तु इस अवधि में उसके द्वारा भुंती गई परेशानियों को दृष्टिगत रखते हुए प्रतिकर स्वरूप 5000 रुपए की प्रतिकर राशि दिलाई जानी उचित है और अवाई प्रकाशन से सेवा में पुनः बहाल होने के दिनांक के बीच की अवधि में पूर्ववत् देय नियमानुसार पूरा वेतन वह प्राप्त करने का अधिकारी है।

9. अतः केन्द्रीय सरकार द्वारा प्रेषित इस प्रसंग को उत्तरित करते हुए यह पंचशट इस प्रकार से पारित किया जाता है कि :

प्रार्थी श्रमिक किरानलाल किराहू को अप्रार्थी पंजाब एण्ड सिंध बैंक के प्रबन्ध तंत्र द्वारा 9-1-2002 से सेवा पृथक करना उचित एवं वैध नहीं है, परिणामतः प्रार्थी श्रमिक सेवा समाप्ति दिनांक 9-1-2002 से ही पुनः सेवेतन, पूर्ववत् सेवा की निरन्तरता के साथ-साथ देय अन्य सभी लाभों सहित अप्रार्थी के नियोजन में बहाल होने का अधिकारी है परन्तु काम नहीं तो वेतन नहीं के सिद्धान्त के आधार पर प्रार्थी सेवामुक्ति दिनांक से अवाई प्रकाशन दिनांक के बीच की अवधि का वेतन प्राप्त करने का अधिकारी नहीं है। इस अवधि में उसके द्वारा भुंती गई परेशानियों को दृष्टिगत रखते हुए वह प्रतिकर स्वरूप 5000 रु. की प्रतिकर राशि प्राप्त करने का अधिकारी है और अवाई प्रकाशन से सेवा में पुनः बहाल होने के दिनांक के बीच की अवधि में पूर्ववत् देय नियमानुसार पूरा वेतन वह प्राप्त करने का भी अधिकारी है।

उक्त अधिनियम औद्योगिक विवाद अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ केन्द्रीय सरकार को भेजा जाये।

डॉ. वीरेन्द्र कुमार माधुर, न्यायाधीश

नई दिल्ली, 26 मई, 2008

सर. अ. 1414.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिंध बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय बीकानेर के पंचाट (संदर्भ संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/151/2002-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2008

S. O. 1414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/2003) of the Industrial Tribunal, Bikaner as shown in the Annexure, in the industrial dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 23-05-2008.

No. L-12012/151/2002-IR (B-II)

RAJINDER KUMAR, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण, बीकानेर

पीठासीन अधिकारी : डॉ. वीरेन्द्र कुमार माधुर आर एच. जे. एस. नं. मु. सी. आई. टी. रैफरेन्स नं. 2, सन् 2003

सूत्र किरण पुत्र रमण लाल जाति किराडू निवासी सूदसखणी बगौची के पास नक्षुसर गेट के बाहर, बीकानेर

—प्राथी/श्रमिक

विरुद्ध

बी मैनेजर, पंचाय हंड सिंध बैंक, नक्षुसर गेट, बीकानेर

—अप्राथी/नियोजक

प्रसंग अंतर्गत धारा 10 (1) (ब), औद्योगिक विवाद अधिनियम, 1947

उपस्थिति:-

1. श्री नेमी चन्द्र पाण्डे, अधिवक्ता, प्राथी श्रमिक पक्ष के लिए।
2. श्री हरेन्द्र कुमार मंडेरिया, अधिवक्ता, अप्राथी नियोजक पक्ष के लिए।

“अधिनिर्णय”

दिनांक 16 अप्रैल, 2008

भारत सरकार, श्रम मंत्रालय नई दिल्ली ने औद्योगिक विवाद अधिनियम, 1947 जिसे आगे चलकर केवल अधिनियम कहा गया है। की धारा 10 की उप-धारा (1) के खण्ड (ब) के अधीन जारी अधिवक्ता क्रमिक एल-12012/151/2002-आईआर (बी-II),

दिनांक 27 जनवरी, 2003 द्वारा प्रेषित इस प्रसंग के अंतिम निम्न विवाद अधिनिर्णयार्थ इस अधिकरण में भेजा था :-

“Whether the action of the management of Punjab and Sind Bank in terminating services of workman Shri Surajkaran with effect from 9-1-2002 was legal and justified? If not what relief the workman is entitled to end from which date?”

2. प्रसंग प्राप्त होने पर प्रकरण दर्ज रजिस्टर किया गया, दोनों पक्षों द्वारा अपने-अपने लिखित अभिवचन पेश किये गये हैं अर्थात् प्राथी श्रमिक सूत्रकरण द्वारा प्रस्तुत क्लेम आवेदन का जवाब अप्राथी नियोजक पक्ष द्वारा दिया गया है।

3. संक्षेप में, प्रकरण के तथ्य इस प्रकार से बतलाये गये हैं कि प्राथी श्रमिक सूत्रकरण किराडू (जिसे आगे चलकर केवल प्राथी श्रमिक कहा गया है) के द्वारा अपना क्लेम आवेदन इस आशय के साथ प्रस्तुत किया गया है कि अधिनियम के विभिन्न प्रावधानों के अर्थ में प्राथी श्रमिक कर्मकार है और अप्राथी संस्थान उद्योग है, अप्राथी ने नक्षुसर गेट बीकानेर पर बैंक की शाखा दिनांक 11-06-1994 को खोली थी और इसी दिन अप्राथी ने प्राथी को चतुर्थ श्रेणी कर्मचारी चपरासी के रिक्त पद पर नियुक्ति दी थी और प्राथी श्रमिक ने दिनांक 11-06-1994 को बैंक में कार्यभार संचालित किया था, जॉन्ल मैनेजर ने पत्र दिनांक 8-11-1994 के जरिये प्राथी को नियुक्ति की पुष्टि कर दी थी, अप्राथी ने कभी इत्तेफाक नहीं किया कि प्राथी को आगामी अक्टूबर तक अस्थायी चपरासी के पद पर नियुक्त किया है, अप्राथी ने उसकी सेवाये दिनांक 9-01-2002 के आदेश से समाप्त कर दी, प्राथी ने दिनांक 11-6-1994 से 9-1-2002 तक लगातार 7 साल छः माह और 29-दिन तक बैंक की सेवा की है, प्राथी की सेवाओं से अप्राथी सदैव पूर्ण संतोष प्राप्त करता रहा और उसके वेतन की अदायगी उसके बचत खाता सं. 286 में अप्राथी प्रत्येक माह जमा करता था, इस अवधि की उपस्थिति अप्राथी के कार्यालय के हाजिरी रजिस्टर में अंकित है, अप्राथी की शाखा के अवकाश अभिलेख में प्राथी द्वारा अवकाशों का सक्षम अधिकारी द्वारा स्वीकृत करने के बाद पाग अंकित है और अप्राथी के तहत शाखा में अधीनस्थ चपरासी, दफ्तरी, कैशियर, वाटर बाय पद रिक्त है। आगे यह भी अंकित किया है कि अप्राथी ने टर्मिनेशन से पूर्व पद की परीक्षा सूची जारी नहीं की है और कटनी मुआवजे का भुगतान नहीं किया है और ना ही टर्मिनेशन से पहले एक महीने का नोटिस दिया है। अप्राथी द्वारा जॉन्ल मैनेजर को पत्र दिनांक 28-2-1995 के जरिये प्राथी को स्थाई सेवा में लेने का आग्रह किया गया है जिससे भी प्राथी का अधिकार मुफ्त होता है और द्वितीयः समझौते के अनुसार दिनांक 8-11-1994 से पूर्ण वेतन श्रृंखला व समय-समय पर संशोधित मंहगाई प्लेस का भुगतान प्राथी को स्थाई कर्मचारी मानकर किया है जिसको केवल स्थाई कर्मचारी पाले का अधिकार है, प्राथी स्थाई कर्मचारी कानून की नजर में है, बैंक नियमानुसार छुट्टियों के सिपादी जमा और बचत खातों में परिचय करने का अधिकार केवल स्थाई कर्मचारी को है और प्राथी ने अनेक खातेदारों का परिचय किया है जिन्हें स्वीकार कर खाते खोले गये हैं। आगे यह भी अंकित किया गया है कि प्राथी के साथ उसी दिन

श्रीमती केसर की नियुक्ति की गई थी जिसकी नियुक्ति में भी प्राथी की तरह से रोजगार कार्यालय आदि किसी प्रकार की प्रक्रिया नहीं की गई थी और उक्त श्रीमती केसर आज भी बैंक की सेवा में हैं और प्राथी की सेवा समाप्त कर दी गयी है जिससे प्राथी के वैधानिक समानता के अधिकार का गैर-कानूनी हनन हुआ है, प्राथी ने इस दौरान बैंक सेवा से अन्य रोजगार तलाश नहीं किया और अब प्राथी अधिक आयु होने से रोजगार कानूनन प्राप्त नहीं कर सकता है, अप्राथी द्वारा रीटिनेशन किये जाने से प्राथी बेरोजगार हो गया है, अप्राथी अपने गैर-कानूनी कृत्य का लाभ खुद प्राप्त करने का अधिकारी नहीं है, प्राथी का जन्म दिनांक 23-8-1965 बैंक रिकार्ड में अंकित है अप्राथी द्वारा दिनांक 9-1-2002 को किये गये रीटिनेशन (छटनी) को अवैधानिक, गैर-कानूनी और शून्य व प्रभावहीन बतलाते हुए स्वयं को सेवासमाप्ति के दिन से बेरोजगार होना अंकित करते हुए नियुक्ति दिन से ही स्थाई मानते हुए समस्त आर्थिक लाभ, वेतन भत्तों आदि व सेवा सम्बन्धित लाभ दिलाये जाने की प्रार्थना की है।

4. अप्राथी नियोजक द्वारा प्रस्तुत अपने जवाब दावे में प्रकरण का प्रतिवाद करते हुए श्रम मंत्रालय की अधिसूचना जारी होना स्वीकार करते हुए यह जवाब दिया है कि प्राथी को पूर्ण अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक के लिए लगाया गया था एवम् उसको इस संबंध में पूर्ण रूप से अवगत करा दिया था एवम् उसकी उसे पूर्ण जानकारी थी, अन्य सभी तथ्यों को इन्कार करते हुए यह भी अंकित किया गया है कि अप्राथी बैंक के जोनल मैनेजर ने न तो पत्र दिनांक 8-11-1994 द्वारा या अन्य किसी पत्र द्वारा कभी भी प्राथी को स्थाई नियुक्ति की पुष्टि की और न ही वह इसके लिए सक्षम थे, प्राथी को इस तथ्य की भलीभांति जानकारी थी कि उसको नियुक्ति कभी भी रोजगार कार्यालय के माध्यम से निर्धारित प्रक्रिया द्वारा नहीं हुई है एवम् पूर्ण रूप से अस्थाई रूप में कार्य करने हेतु आगामी आदेश के लिए रखा गया है और प्राथी ने पूर्णतः अस्थाई रूप में कार्य किया था, उसने 7 साल, 6 माह, 29 दिन तक लगातार सेवा नहीं की। प्राथी के संबंध में चपरासी के पद की वरिष्ठता सूची बनाने का कोई औचित्य नहीं था एवम् ना ही प्राथी छंटनी मुआवजा, एक माह का नोटिस या नोटिस वेतन पाने का अधिकारी था, बैंक में छाते खोलने के लिए बैंक का कोई भी छातेदार परिचय करवा सकता है और उस परिचय करवाने मात्र से वह बैंक का कर्मचारी नहीं बन सकता है, श्रीमती केसर कंवर का मामला प्राथी के मामले से भिन्न है और प्राथी के किसी वैधानिक अधिकार का हनन नहीं किया गया है, अप्राथी की जानकारी के अनुसार वर्तमान में प्राथी अन्यत्र कार्य करके अपना भरण-पोषण कर रहा है, प्राथी का वाद छंटनी की परिभाषा में नहीं आता है, प्राथी का अस्थाई कार्य आगामी आदेश होने तक था एवम् औद्योगिक विवाद अधिनियम की धारा 2(oo) (बी.बी.) के अनुसार दिनांक 9-1-2002 किसी भी प्रकार से गैर-कानूनी नहीं है एवम् अप्राथी ने अधिनियम के आज्ञापक प्रावधानों का कोई उल्लंघन नहीं किया है, प्राथी लगातार अन्यत्र कार्यरत है और अपना भरण-पोषण कर रहा है, सेवा समाप्ति के दिन से प्राथी का बेरोजगार होना अपने आप में अविश्वसनीय है, प्राथी कोई भी राहत एवम् लाभ प्राप्त करने का अधिकारी नहीं है। अतिरिक्त आपत्तियों में यह आपत्तियां भी ली

गई हैं कि विवाद का टर्म्स ऑफ रेफरेंस त्रुटि पूर्ण है, अप्राथी बैंक ने समझौता अधिकारी के समक्ष प्रस्तुत अपने जवाब दावे में यह स्पष्ट रूप से कथन किया था कि प्राथी को अप्राथी बैंक में कभी भी रिक्त स्थान भरने हेतु नियुक्त नहीं किया गया था और ना ही उसे स्थाई पद के विरुद्ध नियुक्ति प्रदान की गई, अप्राथी बैंक भारतीय सरकार का राष्ट्रीयकृत उपक्रम है एवम् बैंक में स्थाई भरती के लिए रोजगार कार्यालय के माध्यम से निश्चित प्रक्रिया नियत है एवम् इस प्रक्रिया का पालन किए बिना किसी भी अधिकारी को चाहे वह कितना भी बड़ा हो स्थाई नियुक्ति के विरुद्ध नियुक्ति प्रदान नहीं कर सकता है परन्तु रेफरेंस करते समय इन महत्वपूर्ण तथ्यों पर कोई विचार नहीं किया गया एवम् फ़ैक्टिफ़ से बिना विचार किए ही मैकेनिकल तरीके से टर्म्स ऑफ रेफरेंस निर्धारित कर दिए। अतः रेफरेंस त्रुटिपूर्ण है एवम् विदाऊट एप्लीकेशन ऑफ़ माईण्ड किया होने के कारण रद्द एवम् खारिज किए जाने योग्य है, प्राथी स्वच्छ हाथों से अधिकरण के समक्ष नहीं आया है, विवाद केन्द्रीय सरकार से श्रम न्यायालय से प्राप्त हुआ है जो विधि अनुसार नहीं है और पोषणीय नहीं है, अप्राथी पंजाब एण्ड सिंध बैंक केन्द्रीय सरकार का उपक्रम है, केन्द्रीय सरकार द्वारा बैंक में नियुक्ति हेतु दिशा-निर्देश पारित किए हुए हैं, प्राथी की नियुक्ति कभी भी उन दिशा-निर्देशों के अनुसार नहीं की गई है, प्राथी को सेवा में बने रहने का कोई अधिकार नहीं है, प्रबन्धक को सेवा में नियुक्ति का कोई अधिकार प्राप्त नहीं है, स्थाई नियोजन के लिए निर्धारित प्रक्रिया दर्शाते हुए यह भी आपत्ति ली गई है कि प्राथी के मामले में न तो नियोजन कार्यालय के मार्फत कोई सूची आई, ना ही चयन समिति द्वारा योग्यता के अनुसार प्राथी का चयन किया गया और ना ही सक्षम व्यक्ति द्वारा प्राथी की कभी नियुक्ति हो की गई और ना ही प्राथी का पदस्थापन बोकानेर शाखा में सक्षम व्यक्ति द्वारा किया गया है, प्राथी बैंकडोर एण्ट्री की मार्फत सेवा में बना रहना चाहता है जिसकी इजाजत कानूनन नहीं दी जा सकती है, प्राथी को सेवा में बने रहने का कोई अधिकार नहीं है, प्राथी ने इस तथ्य को छिपाया है कि उसने तत्कालीन प्रबन्धक पर स्वयं को बैंक प्रिमिसेज के मकान मालिक का रिश्तेदार होने का दावा डालते हुए अवैध रूप से बैंकिंग सेवाओं में निर्धारित मापदण्डों को ताक में रखकर कार्य किया व भुगतान प्राप्त करता रहा है जिससे उसे सेवा में बने रहने का कोई अधिकार प्राप्त नहीं होता है ना ही हो सकता है, जैसे ही सक्षम व्यक्ति की जानकारी में यह तथ्य आया उसने नियमानुसार शाखा प्रबन्धक को आवश्यक निर्देश प्रदान किए हैं, प्राथी ने अवैध रूप से मैनेजर पर दावा डालकर यदि कोई लाभ भगत रूप से प्राप्त किया है तो उसके लिए बैंक उत्तरदायी नहीं है, प्राथी के वकील के नोटिस के जवाब में स्पष्ट रूप से सारी स्थिति बैंक के वकील ने स्पष्ट कर दी थी, बैंकडोर एण्ट्री भारत के संविधान के आर्टिकल 14 व 16 का उल्लंघन है, कार्यरत अस्थाई व्यक्तियों को सरकार के दिशा-निर्देशों के विपरीत स्थाई नहीं किया जा सकता है फिर भी अधिनिर्णयार्थ यह प्रेषित विवाद त्रुटिपूर्ण है, बैंक ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया है दिनांक 9-1-2002 को जारी आदेश मात्र उच्चाधिकारियों के आदेश का कम्यूनिकेशन है जो उच्च अधिकारियों के आदेश दिनांक 7-1-2002 की पालना में किए गए हैं, शाखा प्रबन्धक को विवाद में वर्णित कोई अनुलोप देने का अधिकार प्राप्त

नहीं है। अंत में प्रार्थी का क्लेम आवेदन स्वयं के विरुद्ध खर्च सहित खारिज करने की प्रार्थना की गई है।

5. पक्षकारों द्वारा प्रस्तुत सक्षय के दौरान, प्रार्थी पक्ष की साक्ष्य में प्रार्थी श्रमिक सूरजकरण किराडू ने स्वयं का राजपत्र पेश किया है जिसके खण्डन में अप्राप्ती बैंक की ओर से तत्कालीन शाखा प्रबन्धक दीपक रस्तोगी का राजपत्र पेश हुआ है, प्रत्येक पक्ष द्वारा एक-दूसरे पक्ष के सक्षी से जिरह की गई है एवम् प्रलेखीय साक्ष्य भी प्रस्तुत हुई है।

6. विद्वान पक्षकारों की बहस सुनी गई एवम् पत्रावली का ध्यानपूर्वक अवलोकन किया गया; हमारे समक्ष लब्धित इस प्रसंग के निस्तारण के लिए प्रमुख रूप से यही विचारणीय है कि क्या प्रार्थी श्रमिक सूरजकरण किराडू को दिनांक 9-1-2002 के आदेश से सेवापृथक किया जाना उचित एवम् वैध है? यदि नहीं तो प्रार्थी श्रमिक क्या रहित किस दिनांक से प्राप्त करने का अधिकारी है?

7. इस सम्बन्ध में सक्षय के दौरान प्रस्तुत अपने राजपत्र के बयान में प्रार्थी श्रमिक ने स्वयं द्वारा प्रस्तुत क्लेम आवेदन में वर्णित तथ्यों की पुनरावर्ती करते हुए अपनी नियुक्ति 11-6-1994 से होनी और अपनी सेवाएं 9-1-2002 के आदेश से सम्मत्त कर देना व माहवारी वेतन व अन्य मुक्तान की रकम अपने बचत खाते में अप्राप्ती द्वारा जमा करने का कथन किया है और बैंक खाते की प्रमाणित प्रति प्रदर्श डब्ल्यू-1 पेश की है तथा लगातार 7 साल, 6 माह, 29 दिन की उपस्थिति अप्राप्ती के हाजरी रजिस्टर में अंकित होने का कथन किया है और यह भी बताया है कि न्यूक्लियस ने दिनांक 21-6-2004 के द्वारा अप्राप्ती को दस्तावेज पेश करने का आदेश दिया था परन्तु अप्राप्ती ने दस्तावेज तत्समी प्रार्थनापत्र की चरण सं. 4 में दर्ज पत्र की प्रतिलिपि ही पेश की है जो प्रदर्श डब्ल्यू-2 से अंकित की गई है, सेवा दस्तावेज पेश नहीं किए हैं, सक्षय के दौरान, प्रार्थी ने दस्तावेज प्रदर्श डब्ल्यू-3, समझौता अधिकारी के समक्ष स्वयं द्वारा प्रस्तुत प्रार्थनापत्र प्रदर्श डब्ल्यू-4, 5 एवम् समझौता अधिकारी के समक्ष अप्राप्ती बैंक द्वारा प्रस्तुत जकाब प्रदर्श डब्ल्यू-6 एवम् स्वयं द्वारा प्रस्तुत जवाबदारी जवाब प्रदर्श डब्ल्यू-7, पेश करते हुए टर्निशन पत्र दिनांक 9-1-2002 को अवैधानिक, गैर-कानूनी व शून्य बतलाते हुए सभी देय लाभों सहित पूर्व पद पर सेवा की निरन्तरता व पिछले पूर्ण वेतन आदि सहित बहाल करने का अवार्ड पारित करने की प्रार्थना की है, प्रतिपरीक्षण के बयान में उक्त म्याड ने यह स्वीकार किया है कि मुझे जब बैंक में काम पर रखा था तब इस बाबत कोई रिकॉर्ड बाबत सूचना प्रसारित नहीं हुई थी, मुझे सीधे ही काम पर रखा था, मेरा नाम रोजगार कार्यालय से नहीं आया था, मेरा किसी कम्पेटी के समक्ष साक्षात्कार नहीं हुआ। आगे पूछने पर प्रार्थी यह भी कहता है कि मुझे नहीं पता कि किसी बैंक के मैनेजर को बैंक में रखने का फ़रम व अधिकार न हो, मुझे श्री जसवीर सिंह चाकला ने काम पर रखा था, मुझे नहीं पता कि चाकला आज बैंक की नौकरी में हैं या निकाल दिया। आज खुद कहा कि वे नौकरी में हैं और बीकानेर से बाहर हैं बैंक वाली बिल्डिंग के मालिक श्री नुलाकी दास किराडू है जो मेरे सगे भई हैं। यह कहना गलत है कि मुझे नुलाकी दास जी के कहने पर बैंक में नौकरी पर रखा है, मुझे निकालने के आदेश जयपुर से ही आये होंगे, कहां से आये इस बाबत मैनेजर ने मुझे नहीं बताया, मैं किसी प्रकार का इस्तीफा नहीं दिया, मुझे निकालने वाले मैनेजर श्री

दीपक रस्तोगी साहब थे, मेरी श्री रस्तोगी से किसी प्रकार की अदावत नहीं थी।

खण्डन में अप्राप्ती पक्ष की ओर से प्रस्तुत साक्षी दीपक रस्तोगी ने प्रस्तुत अपने राजपत्र के बयान में स्वयं का पंजाब एण्ड सिंध बैंक, बीकानेर शाखा में 31 जनवरी, 2000 से 4-5-2004 तक बतौर शाखा प्रबन्धक के पद पर कार्यरत रहने और स्वयं को मामले के तथ्यों से परिचित होने का कथन किया है और अप्राप्ती बैंक द्वारा प्रस्तुत जवाब दावे में वर्णित तथ्यों की पुनरावर्ती करते हुए दिनांक 11-6-1994 को नत्थूसर गेट बीकानेर में अप्राप्ती बैंक की शाखा खोलना, प्रार्थी को पूर्ण अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक लगाया जाना एवम् प्रार्थी को उसके आगामी आदेश तक की अस्थाई कार्य के सम्बन्ध में पूर्ण रूप से अवगत करा देने एवम् उसे उसकी पूर्ण जानकारी होने का कथन करते हुए यह भी कथन किया है कि अप्राप्ती बैंक के जॉनल मैनेजर ने ना तो पत्र दिनांक 8-11-1994 द्वारा या अन्य किसी पत्र के द्वारा कभी भी प्रार्थी की स्थाई नियुक्ति की पुष्टि की और ना ही वह इसके लिए सक्षम थे, उक्त गवाह का आगे यह भी कथन है कि प्रार्थी को कभी भी स्थाई पद के विरुद्ध नियुक्ति प्रदान नहीं की गई अतः पूर्णतः अस्थाई रूप से कार्य करने हेतु आगामी आदेश तक के लिए रखा गया था, प्रार्थी के सम्बन्ध में चपरासी पद की वरिष्ठता सूची बनाने का कोई औचित्य नहीं था ना ही क्षेत्रीय कार्यालय या कार्मिक कार्यालय से ऐसे निर्देश ही थे कि सेवा से पूर्व कोई रिट्रैन्समेंट कम्पनसेशन, नोटिस या नोटिस की एक्च में कोई वेतन का मुग्तान करना होगा, ना ही क्षेत्रीय कार्यालय से इसके बारे में कोई स्वीकृति ही प्राप्त हुई थी जिसके अन्तर्गत कोई राशि मुग्तान करता, जॉनल मैनेजर के पत्र प्रदर्श-2 के आधार पर प्रार्थी की सेवा डिस्पेंसिड की गई थी, प्रार्थी छंटनी मुआवजा, एक माह का नोटिस या नोटिस वेतन पाने का अधिकारी नहीं था। उक्त गवाह का यह भी कथन है कि प्रार्थी को सेवा में बने रहने का कोई अधिकार नहीं है, प्रबन्धक को सेवा में नियुक्ति का कोई अधिकार प्राप्त नहीं है, बैंक ने औद्योगिक विवाद अधिनियम के किसी प्रावधान का उल्लंघन नहीं किया है, शाखा प्रबन्धक द्वारा दिनांक 9-1-2002 को जारी आदेश मात्र उच्चाधिकारियों के आदेश का कम्युनिकेशन है जो उच्च अधिकारियों के आदेश दिनांक 7-1-2002 की शालना में किए गए हैं, शाखा प्रबन्धक को विवाद में वर्णित कोई अनुतोष देने का अधिकार प्राप्त नहीं है और प्रार्थी कोई भी रहित प्राप्त करने का अधिकारी नहीं है। उक्त गवाह में प्रतिपरीक्षण के बयान में पूछने पर यह भी बताया है कि यह सही है कि प्रार्थी का मुग्तान बैंक प्रार्थी के बचत खाते में जमा करता था, मुझे पता नहीं है कि प्रार्थी ने बैंक में किस तारीख को जॉइन किया था, प्रार्थी के बचत खाते की प्रति प्रदर्श डब्ल्यू-1 है। आगे यह भी कथन किया है कि मुझे प्रार्थी का अन्यत्र कार्यरत होना प्रार्थी से ही जानकारी मिली थी और प्रार्थी मुझसे रोजाना मिलता था और आज भी मिलता है, प्रार्थी कहां पर नौकर है और उसे कितना वेतन मिलता है इसकी मुझे जानकारी नहीं है, कर्मचारी ने मुझ पर किसी प्रकार का अनुचित दबाव नहीं डाला और मुझसे पहले यदि किसी अधिकारी पर अनुचित दबाव डाला हो तो मुझे इसकी जानकारी नहीं है, तत्कालीन बैंक प्रबन्धक पर अनुचित दबाव डाला गया था लेकिन दबाव डालते समय मैं उस बैंक में नहीं था, रेकार्ड को देखने से अनुचित दबाव का मालूम पड़ा था लेकिन उक्त रिकार्ड

न्यायालय में पेश नहीं किया है। यह सही है कि शाखा खुली तब मैं पदस्थापित नहीं था, मैं उक्त शाखा के खुलने के करीब 6 साल बाद आया था। यह कहना गलत है कि प्राथी का पेमेंट जयपुर से आता हो और फिर बैंक प्राथी के खाते में जमा करता हो आज खुद कहा कि पेमेंट इसी शाखा बैंक से ही होता था, मैं जब इस शाखा में नहीं आया था तब भी प्राथी का पेमेंट इसी शाखा बैंक से होता था, जिस अधिकारी ने इस प्राथी को काम पर रखा था उक्त अधिकारी आज भी पंजाब एण्ड सिंध बैंक की तिलकनगर शाखा जयपुर में पदस्थापित है, प्रदर्श डब्ल्यू-2 दस्तावेज हमारे जोनल ऑफिस का है, प्रदर्श डब्ल्यू-3 का पृष्ठ-3 हमारी शाखा से जारी हुआ था, प्राथी से किसी प्रकार का स्पष्टीकरण नहीं मांगा गया था।

8. पत्रावली पर आयी समस्त मौखिक एवम् दस्तावेजी साक्ष्य का ध्यान पूर्वक अवलोकन किया गया, हमारे समक्ष लंबित इस प्रकार में प्राथी का अप्राथी बैंक शाखा में 1-6-1994 से 9-1-2002 तक चतुर्थ श्रेणी कर्मचारी के पद पर कार्य करने का कथन है, उसका वह भी कथन है कि जोनल मैनेजर ने पत्र दिनांक 8-11-1994 के जरिए इसकी नियुक्ति की पुष्टि की थी। पत्रावली पर प्रस्तुत दस्तावेज प्रदर्श डब्ल्यू-2, को अप्राथी बैंक के गवाह दीपक रस्तोमी ने जोनल ऑफिस का होना और प्रदर्श डब्ल्यू-3 का पृष्ठ सं. 3 बैंक शाखा का होना अपने प्रतिपरीक्षण के बयान में स्वीकार किया है। प्रदर्श डब्ल्यू-2, पत्र जोनल ऑफिस से दिनांक 7-1-2002 को जारी किया गया है जिसके अनुसरण में 9-1-2002 के आदेश द्वारा प्राथी की सेवा समाप्त की गई है, प्रदर्श डब्ल्यू-1, प्राथी ने अपने बैंक खाते की प्रमाणित प्रतिलिपि होने का कथन करते हुए यह भी कथन किया है कि उसके वेतन का भुगतान प्रतिमाह इसी बैंक खाते में अप्राथी द्वारा जमा किया जाता था, बैंक खाते में प्राथी का वेतन प्रतिमाह अप्राथी द्वारा जमा करने के तथ्य को नियोजक साक्षी ने भी स्वीकार ही किया है। प्रस्तुत साक्ष्य से यह निर्विवादित है कि प्राथी श्रमिक ने अप्राथी संस्थान में हर साल में सेवा समाप्ति दिनांक 9-1-2002 के आदेश से पूर्व बिगत एक कलैण्डर वर्ष में 240 दिन की सेवावधि पूर्ण करली थी। अप्राथी की ओर से प्रमुख रूप से तर्क यह दिया गया है कि चूंकि प्राथी की नियुक्ति बैंक में पिछले दरवाजे से हुई थी और वह भी पूर्णतया अस्थायी रूप से हुई थी और इस अस्थायी नियुक्ति को आदेश प्रदर्श डब्ल्यू-2, की पालना में समाप्त कर देने को अधिनियम की धारा 2(00) के अर्थ में छंटनी नहीं माना जा सकता विशेषकर जबकि उसे प्रारम्भ से ही पता था कि इसकी नियुक्ति कभी भी स्थाई रिक्त पद पर नहीं की गई और ना ही उस पद के लिए प्राथी की योग्यता थी और ना ही उसका कार्य संतोषप्रद था और मैनेजर को नियुक्ति का अधिकार प्राप्त नहीं है तथा बैंक में केन्द्रीय सरकार के दिशा-निर्देशों पर ही नियुक्ति हो सकती है तथा स्वयं प्राथी श्रमिक ने प्रतिपरीक्षक के बयान में यह स्वीकार भी किया है कि उसे काम पर रखा तब अखबार में किसी प्रकार की सूचना प्रकाशित नहीं हुई, इसका नाम रोजगार कार्यालय से नहीं आया और उसका कोई इन्टरव्यू नहीं हुआ था। पत्रावली पर आयी इस साक्ष्य को आधार बनाते हुए अप्राथी की ओर से यह तर्क दिया गया है बिना प्रक्रिया अपनी चल रही इस अस्थायी नियुक्ति को समाप्त कर देने का कृत्य किसी भी रूप में अनुचित नहीं है। पत्रावली पर उपलब्ध साक्ष्य के द्वारा प्राथी ने अप्राथी संस्थान में 7

साल 6 माह 29 दिन कार्य करने का कथन किया है जिसकी पुष्टि में प्रदर्श डब्ल्यू-1, बैंक खाते की प्रमाणित प्रतिलिपि भी पेश की है, ऐसी स्थिति में जबकि श्रमिक की 7 साल से भी अधिक लम्बी सेवावधि रही है, प्रदर्श डब्ल्यू-2, के अनुसरण में अप्राथी बैंक द्वारा सेवा समाप्त करने की कृत्य औद्योगिक विवाद अधिनियम की धारा 2(00) के अर्थ में छंटनी के सिवाय और कुछ नहीं है, धारा 2(00) (बी.बी.) के प्रावधान इस प्रकरण पर लागू नहीं होते हैं क्योंकि अप्राथी संस्थान द्वारा ऐसी कोई साक्ष्य पेश नहीं की गई है कि प्राथी की नियुक्ति किसी निश्चित अवधि के लिए की गई हो और वह निश्चित अवधि समाप्त होने के साथ ही उसकी सेवामुक्ति हुई हो। हम, विद्वान अधिवक्ता प्राथी पक्ष द्वारा किये गये इस तर्क से पूर्णतया सहमत हैं कि प्राथी की सेवामुक्ति से पूर्व अधिनियम की धारा 25-एफ की पालना में एक माह का नोटिस अथवा नोटिस वेतन एवम् छंटनी भुगतान किया जाना अनिवार्य था और उस जैसा कार्य करने वाले सभी चतुर्थ श्रेणी कर्मचारियों की दृष्टिगत सूची बनाई जाकर कनिष्ठतम व्यक्ति को छंटनी की जाने का प्रावधान है और इन अज्ञापक प्रावधानों की पालना किए बिना प्राथी की सेवा समाप्ति करना किसी भी रूप में उचित एवं वैध नहीं है। अतः प्राथी सेवा समाप्ति दिनांक 9-1-2002 से ही पुनः सवेतन, पूर्ववत सेवा की निरन्तरता के साथ-साथ देय अन्य सभी लाभों सहित अप्राथी के नियोजन में बहाल होने का अधिकारी है परन्तु काम नहीं तो वेतन नहीं के सिद्धान्त के आधार पर प्राथी को सेवा मुक्ति दिनांक से आज पारित अवार्ड के प्रकाशन दिनांक तक की अवधि का वेतन उसको दिलाया जाना उचित एवं न्यायसंगत प्रतीत नहीं होता है परन्तु इस अवधि में उसके द्वारा भुगती गई परेशानियों को दृष्टिगत रखते हुए प्रतिकर स्वरूप 5000 रुपये की प्रतिकर राशि दिलाई जानी उचित है और अवार्ड प्रकाशन से सेवा में पुनः बहाल किये जाने के दिनांक के बीच की अवधि में पूर्ववत देय नियमानुसार पूरा वेतन वह प्राप्त करने का अधिकारी है।

9. अतः केन्द्रीय सरकार द्वारा प्रेषित इस प्रसंग को उत्तरित करते हुए वह पंचाट इस प्रकार से पारित किया जाता है कि :-

प्राथी श्रमिक सूरजकरण किराडू को अप्राथी पंजाब एण्ड सिंध बैंक के प्रबन्ध तंत्र द्वारा 9-1-2002 के आदेश से सेवा पृथक करना उचित एवं वैध नहीं है, परिणामतः प्राथी श्रमिक सेवा समाप्ति दिनांक 9-1-2002 से ही पुनः सवेतन, पूर्ववत सेवा की निरन्तरता के साथ-साथ देय अन्य सभी लाभों सहित अप्राथी के नियोजन में बहाल होने का अधिकारी है परन्तु काम नहीं तो वेतन नहीं के सिद्धान्त के आधार पर प्राथी सेवामुक्ति दिनांक से अवार्ड प्रकाशन दिनांक के बीच की अवधि का वेतन प्राप्त करने का अधिकारी नहीं है। इस अवधि में उसके द्वारा भुगती गई परेशानियों को दृष्टिगत रखते हुए वह प्रतिकर स्वरूप 5000 रु. की प्रतिकर राशि प्राप्त करने का अधिकारी है और अवार्ड प्रकाशन से सेवा में पुनः बहाल होने के दिनांक के बीच की अवधि का पूर्ववत देय नियमानुसार पूरा वेतन वह प्राप्त करने का भी अधिकारी है।

उक्त अधिनियम औद्योगिक विवाद अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ केन्द्रीय सरकार को भेजा जाए।

डॉ. वीरेन्द्र कुमार माथुर, न्यायाधीश

नई दिल्ली, 26 मई, 2008

का. आ. 1415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 38/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-08 को प्राप्त हुआ था।

[सं. एल-12012/132/2004-आईआर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2008

S.O. 1415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen received by the Central Government on 23-5-2008.

[No. L-12012/132/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

Case No. I.D. No 38/2K4.

Registered on 30-11-2004

Date of Decision 6th August, 2007.

Jai Kishan S/o Shri Dila Ram,
Village Sukhi, Po Haripur
Badam District Kurukshetra

—Petitioner

Versus

The Assistant General Manager,
Bank of Baroda, Zonal Office,
Sector-17, Chandigarh

—Respondent

APPEARANCE

For the Workman : Mr. J. G. Verma
AR

For the Management : Messrs. B. B. Bagga &
V. K. Diwan Advocate

AWARD

Vide their order No. L-12012/132/2004 (IR(B-II)) dated 15th Sep., 2004, Ministry of Labour, Govt. of India referred the following matter for the adjudication of this Tribunal:—

“whether the action of the Management of Bank of Baroda to impose the punishment of dismissal from the service of Shri Jai Kishan, Peon w.e.f. 14th June,

2002 is just and legal? If not, what relief the workman is entitled to?”

The reference was entered in the concerned register and notices were issued to the parties who appeared through their Counsel. The workman filed Claim Statement, his replication and his affidavit. The Management filed the Written Statement duly supported by an affidavit of their Assistant General Manager. They have also placed on record the report of the inquiry officer. In support of his claim the workman appeared as a witness whereas the Management produced Shri K. Shankaranarayanan, Senior Manager, as their witness. The parties have also submitted Written Arguments.

The claim of the workman is that he had joined service with the Management as Peon on 2nd March, 2000 after being selected by the Management. That the qualification for appointment as Peon was 7th Standard with restrictions that the candidate should not have studied beyond 8th standard; that though he had appeared in the matriculation examination, but he could not pass the same and was placed in compartment. Therefore, he was middle having passed that examination in the year 1989. Thus he did not conceal any facts from the Management even then he was charge sheeted for having studied beyond 8th Class. That the Management took wrong assumption of his having studied beyond 8th standard as his having placed in compartment could not mean his having studied beyond 8th standard; that on the asking of the Management he had filed the affidavit stating that he has not studied beyond 8th Class, which could not mean that he had appeared in the higher class examination. The workman further submitted that he had no intentions to defraud the Management and it was out of his ignorance; that he had filled in the particulars in application and the inquiry officer took that to hold that the charge is proved. The Disciplinary Authority basing on the finding of the inquiry officer imposed upon him the punishment of dismissal from service. He did not consider the submissions made by the workman. Even his appeal to the Appellate Authority was not decided judiciously. In a similar case of Saharangpur, the lesser punishment of stoppage of increments was imposed; that though the disciplinary authority had recommended only the punishment of stoppage of increment but the punishment of dismissal from service was imposed on extraneous pressure. That as per the agreement between the workers union and the Management in the year 1980, in such cases only the punishment of warning was to be given; that his possessing higher qualification was no disqualification and in view of that he should not have been punished with a major punishment of dismissal. He has prayed for setting aside the order of punishment passed against him.

The Management has opposed the claim of the workman. It is submitted by them that the Management had requisitioned from the Employment Exchange a list of

persons fulfilling the criteria that the candidate should have passed 7th standard, but should not have studied beyond 8th standard; that he should be of 18 years and should not have completed 25 years of age. There was a relaxation of age limit in the case of SC, ST and ex-servicemen; that the workman, at the time of recruitment process for the post of Peon, submitted his employment exchange registration card, character certificate of having passed 8th standard, certificate of Head Mistress, Govt. High school Haripur, Kurukshetra and an affidavit duly attested dated 28th Feb., 2000 showing that he had studied 8th pass and not studied beyond 9th class and that he never took admission or appeared in 8th class from any school or board, but in fact as per the certificate issued by the Head Mistress of the concerned school, the workman had appeared in the matriculation under roll No. 5732, in the year 1991-92 and was placed in compartment. That the workman knew that in case of furnishing false information he could be dismissed from service. The workman thus obtained the service by misrepresentation and by suppression of facts. It is further their case that the Management had held the inquiry against the workman in terms of bipartite settlements. During the inquiry the workman voluntarily and unconditionally admitted the charge. The Management considered his representation dated 20th April, 2002. He was also given personal hearing.

On merit it is their submission that the workman had appeared in matriculation examination on the day he was interviewed on 16th Feb., 2000 but he concealed the facts. In view of his qualification he was not eligible to apply for the post of peon. Denying the claim of the workman it is stated by them that the information given by him is not correct. It is stated by them that the workman possessed distinct and different qualification at the time of his selection. The workman was not honest in submitting his particulars and committed a fraud. They denied that the Management had overlooked the representations of the workman. According to them the punishment awarded to the workman was proper and not discriminatory. They denied having made deviations in following the procedure at any stage. Contesting the facts stated in the claim petition the Management stated that the claim of the workman is not maintainable and should be rejected.

The workman did not add anything substantial by his replication and only deaffirmed the facts stated by him in the Claim Petition. He, however, reiterated that the employees recruited upto 1994 were treated differently. Although they were matriculates, but no action was taken against them. He supported his claim with a copy of the order in the case of Farah Ali, who was matric fail and was punished with only two increments. He further stated that a person who is not matriculate has to be treated as 8th pass and mere appearance in an examination higher to it could not confer any status on him.

The workman, in his statement, before this Tribunal claimed that he had registered himself with the employment exchange being 8th class pass and on the basis of that qualification he got the job with the Management Bank. He claimed that he had no knowledge that a 9th class pass could not be recruited in the bank; and that he had stated correct facts before the inquiry officer. Shri K. Shankaranarayanan who appeared as a witness for the Management proved his affidavit as MW-1/1. In the cross examination he admitted that the circular dated 26th November, 1980 was issued by his department and admitted its contents. He admitted that the Bank was required to follow circular No. 83. He denied that the rules, regulations and circulars issued by the Management were not followed in the case of the workman, because he was engaged in Trade Union activities.

I have gone through the file. On record I find a copy of inquiry report dated 31st May, 2001. Although the workman has not challenged the contents of the inquiry report yet, the perusal of it shows that the domestic inquiry held was not fair and proper. It was completed hurriedly, the conclusions arrived at were without any basis. The claim of the Management as made out in para 3 of the Written Statement is baseless as the workman did admit the charges. The inquiry proceedings clearly contains the mention about it. In reply to the question of inquiry officer, the workman categorically stated that he does not admit the charges. Otherwise also the inquiry proceedings comprised of two hand written pages. the workman desired to engage Shri Amrit Lal as his defence representative. The inquiry began on 15th Sep., 2001, on which day the charges were put to the workman which he denied. He was provided with the list of six documents, but no list of witnesses was produced. The inquiry proceedings were adjourned for 27th Sept., 2001. On that day the workman is claimed to have filed a letter by which he denied the knowledge that to possess higher qualification was a dis-qualification for the post of Peon. He also claimed not to have cheated the Management and claimed to have done all in ignorance. He also claimed to have a family to support being the only male member. He also prayed for leniency in the matter. The inquiry officer wrongly claimed that the workman admitted the charges. In the words/writings of the inquiry officer, the workman had denied the charges. The conclusions arrived at by the inquiry officer were on no evidence, flimsy, manipulated. The inquiry held was therefore improper and unfair.

The workman claimed that the Management gave a wrong interpretation to the recruitment criteria for the post of peon in the Bank more specifically the criteria with regard to the education. There is no dispute between the parties that at the time the workman was recruited, the education criteria for the post of peon was "should have passed 7th standard but should not have studied beyond 8th standard. The workman has not denied that he had appeared in the matriculation examination and was placed to compartment

before the date of his applying for the post of peon and before the date of his interview for the said post. There is no allegation that he had added to his qualification during the period of his service. In para No. 3 of his Claim Petition he admitted that the Management had put the criteria as minimum qualification 7th standard pass with that he should not have studied beyond 8th standard. Annexure R-6 is on record which is a certificate issued by the Head Mistress Govt. High School, Kurukshetra. It reads that as per the record of the School Jai Kishan had studied in the 9th Class, in the said school, who had appeared in the 10th Class under Roll No. 523732 and was placed in compartment.

The perusal of the file shows that the parties are not at variance with regard to the fact that the workman had studied upto matriculation and in fact had appeared in the said examination but before from the day he had applied for the post of peon with the Management, in response to the demand made by the Management from the employment exchange; and that as per the qualification criteria only a candidate having passed 7th standard examination could apply for the post and in no case he should have studied after 8th standard, but in the present case the workman had studied upto matric class but he submitted wrong particulars and claimed that he has passed 8th standard examination. The copy of the personal manual of the workman, marked as Annexure R-1, is on record which reads that the workman had studied upto 8th standard. In reply to the question whether he is studying for further courses he categorically replied in negative. Thus he consciously gave his academic qualification as 8th pass.

There is no doubt that the workman had given his qualification as middle pass on the day he applied for the post and also appeared in the interview although he had appeared in the matriculation examination and was placed in compartment. The workman, therefore, withheld the facts from the Management and had he disclosed the same he would not have been considered for appointment on the post he was appointed. The fact, however, remains that by appearing in the matric exam and failing, the workman had not added any qualification to his credit. Although his statement that he had not studied after 8th standard was a wrong statement but it could be out of ignorance since matric fail was as 8th pass. There is no evidence to show that it was an intentional act of the workman to suppress the facts. His thinking that by having appeared in the matric exams he could not be considered more than having passed an 8th standard, could also be the reason. This fact could be clarified in the inquiry which I have said was farce and not proper. It is also a fact that by giving wrong statement about his qualifications he might have usurped the rights, of his co-contestants but by his action he did not cause to any loss economical or otherwise, to the Management. There has come no evidence on record to show that during the period he served the Management, he committed any

misconduct in the performance of his duties. It is his share ill luck that a co-worker named Nandi Lal made a complaint against him that the workman has secured the employment by misstating the facts to the Management, otherwise they had no complaint about his working.

It is also on record that in a similar case the Management while awarding the punishment to the workman took a lenient view. It was in the case of in the matter of Farhad Ali, who was working as Peon in Bara Kalan branch of the Management Bank, Saharanpur District, U.P. and against whom also a similar allegation was labelled. The Regional Manager (SR), acting as Disciplinary Authority punished the workman with stoppage of two increments on both the accounts with cumulative affect, whereas in this case the Management awarded the punishment of dismissal from service, less realizing that the same action will go a long way to effect the life of not only of the workman but also his family. He was not involved in any criminal act. It may be his bona fide plea that a person who does not pass the matriculation exam is taken to be only middle pass. The Management has not been able to show that the order passed in the Farhad Ali, case was challenged by the Management or it was overturned by the Competent Authority. In such situation the Management could not have followed double standard, one applying in the case of Farhad Ali and other in case of the workman even when both the workmen were guilty of same misconduct. Even the numerous circulars placed on record and issued by the Management Bank show that the Management was considerate to propose lenient punishment in such cases.

Considering the facts and circumstances of the case I am of the opinion that the action of the Management of Bank of Baroda, in imposing the punishment of dismissal from service on Shri Jai Kishan, workman w.e.f. 14th June, 2002 was not just and legal. It was harsh and discriminatory. The misconduct proved against him did not deserve that disproportionate punishment. The punishment is, therefore, modified and is substituted with the punishment of stoppage of his two increments with cumulative effect. He will also not be entitled to appear in the test to be held for promotion to the clerical cadre for a period of five year from the date of his regular appointment. His dismissal is set aside. He is treated to be in service as if there was no order of dismissal from service. However, since the misconduct is proved against the workman he will not be entitled to the back wages on the principle of no work no pay. The Management is directed to take back the workman in service within three months from the date this award, becomes enforceable. The reference is answered in these terms. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2008

का.आ. 1416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक, ऑफ इंडिया, कानपुर क्षेत्रीय ग्रामीण बैंक, क्षेत्रीय किसान ग्रामीण बैंक, यू.को. बैंक एवं भारतीय स्टेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 35/1998, 17/2001, 162/1998, 67/1999, 10/2004, 4/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2008 को प्राप्त हुआ था।

[सं. एल-12012/40/97-आईआर(बी-II)]

[सं. एल-12012/62/2001-आईआर(बी-I)]

[सं. एल-12012/155/98-आईआर(बी-I)]

[सं. एल-12012/102/98-आईआर(बी-II)]

[सं. एल-12012/193/2003-आईआर(बी-I)]

[सं. एल-12012/91/2002-आईआर(बी-I)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2008

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/1998, 17/2001, 162/1998, 67/1999, 10/2004 and 4/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Bank of India, Kanpur, Kshetriya Gramin Bank, Kshetriya Kisan Gramin Bank, UCO Bank and State Bank of India and their workmen which was received by the Central Government on 23-5-2008.

[No. L-12012/40/97-IR(B-II)]

[No. L-12012/62/2001-IR(B-I)]

[No. L-12012/155/98-IR(B-I)]

[No. L-12012/102/98-IR(B-II)]

[No. L-12012/193/2003-IR(B-I)]

[No. L-12012/91/2002-IR(B-I)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI R. G. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, KANPUR**

Industrial Dispute Case Nos. :—1. 35 of 98, 2. 17 of 01,
3. 162 of 98, 4. 67 of 99, 5. 10 of 04, 6. 4 of 06

AWARD

In the matter of dispute between

1. Sh. Virendra Pal S/o Sh. Lachchu Ram Mohalla
Aharia Tola P.O. Ujhani Distt. Badaun

and

The Regional Manager Central Bank of India, 88-B
Civil Lines, Bareilly

Central Government Industrial Tribunal vide notification No. L-12012/40/97/IR (B-II) dated 27-2-98 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Central Bank of India in not giving the preference to Sh. Virendra Pal, Ex-Temporary Employee during the re-employment in the year 1991 is legal and justified. If not to what relief the said workman is entitled?”

A bare perusal of the above schedule of reference order would be indicative of the fact that prima facie it is outside the ambit and scope of Industrial Disputes Act, 1947, as defined under Section 2-A of the Industrial Disputes Act, 1947. Reference do not relate to the termination of the services of the so called workman. Even otherwise if the pleadings and evidence adduced by him is accepted to be true and it is presumed that the action of the management is neither legal nor justified in that situation the normal question which may arise would be as to from what date the concerned workman be granted relief. Mere mention of the year is not sufficient for grant of relief to the so called employee unless specific date is mentioned in the schedule of reference order. As no specific date is mentioned in the schedule of reference order, the reference order is therefore, held to be vague and bad in law.

2. In view of above conclusion based on facts of the case, tribunal do not consider it to be a fit case in which entire pleadings of the parties evidence oral and documentary should be dealt with in detail as in that event to the workman is not going to achieve any benefits, as claimed by him in his pleadings.

3. Having once concluded that the case of the applicant Sri Virendra Kumar is not a case of valid Industrial Disputes Act, it is held that he is not entitled for any relief as claimed by him in pursuance the present reference made to this Tribunal.

4. In ID Case No. 35 of 1998, award is recorded accordingly against the workman and in favour of the management of Central Bank of India.

5. So far Industrial Dispute Case No. 17 of 2001 is concerned, the same is in between Sri Pradeep Kr. Tripathi son of Sh. Ram Behari Tripathi C/o Kanpur Kshetriya Gramin Bank Karmchari Sangh, 2 Naveen Market, Kanpur and the Manager Kanpur Kshetriya Gramin Bank, Sarvodaya Nagar, Kanpur, in which Central Government vide notification No. L-12012/62/2001-IR(B-I) dated 14-5-01 has made the following reference for adjudication to the Tribunal :—

“Whether the action of the management, General Manager Kanpur Kshetriya Gramin Bank Kanpur in terminating the services of Sri Pradeep Kumar Tripathi w.e.f. 1-5-2000 is justified? If not to what relief the workman is entitled to?”

6. Briefly stated facts of the case are that the applicant was engaged by the opposite party on 13-1-92 and continued to work without any break till 3-3-2000 when the opposite party abruptly stopped taking work from the applicant without giving any orders in writing. It is also the case of the workman that the opposite party again engaged him in their employment on 29-4-2000 and terminated him on 1-5-2000 without there being any orders in writing. It has also been pleaded by him that he had completed more than 240 days in the employment of the opposite party. He was being paid his wages through vouchers on day to day basis. On the basis of above allegations it has been prayed that he be reinstated in the employment of the opposite party with continuity of service and with full back wages.

7. The claim of the applicant has been contested by the opposite party bank on a number of grounds that reference is not competent for being adjudicated as necessary party to the dispute; claimant is not a workman within the meaning of Sec. 2(s) of the Act; claimant was never appointed by the opposite party bank therefore question of termination of service in his case does not arise. Claimant was never given regular pay and other benefits as are admissible to the regularly selected employees of the Bank; it has been admitted by the opposite party that the claimant on some occasion was engaged by the branch on need basis for which payments were made to him; claimant had never performed the regular and permanent work in the opposite party; officers of the opposite party bank who had engaged the services of the claimant were not competent to make regular and permanent appointment of the claimant; claimant had never completed 240 days of continuous service in the bank lastly it has been pleaded that the claim of the claimant is devoid of merit and is liable to be rejected.

8. After exchange of pleadings between the parties both the contesting parties have filed oral as well as documentary evidences in support of their respective claim and counter claim.

9. From the own pleadings and evidence of the claimant it stands established that he was engaged on casual/daily rate basis to cater the need of the opposite party from time to time for which he was paid his wages.

10. In view of above, it will be seen if the workman has any right to claim reinstatement in the service of the opposite party. Admittedly the claimant was a daily rated worker in the employment of the opposite party. Now the controversy involved in the case has finally been set at naught by the Hon'ble Supreme Court of India, in the leading case of Secretary State of Karnataka and others, Versus Smt. Uma Devi and others wherein it has been held by the Hon'ble Supreme Court that a daily waged or casual worker, temporary employee or ad hoc employee engaged as stop gap arrangement has no right to claim employment. From this settled legal position the claimant cannot be

allowed any kind of benefit as has been claimed by him as admittedly the claimant was a daily rated employee under the opposite party, therefore, his case cannot be termed to be a case of retrenchment. Since it is not a case of retrenchment, therefore, the claimant cannot be permitted for any protection granted in the Act. Even otherwise it has not been claimed by him that he was engaged in the employment of the bank after following the regular selection process. It is also settled legal position that engagement/appointment de hors the recruitment rules, if made, cannot be held to be legal or valid in the eye of law. From this point of view also, the claimant cannot be allowed for any benefit what to say grant of reinstatement by this Tribunal. Consequently on the basis of above observations, it is held that the claimant is not entitled for his reinstatement or any other benefits claimed by him pursuant to the reference order. Accordingly reference in I. D. Case No. 17 of 2001 is decided against the claimant and in favour of the management bank.

10A. In I. D. Case No. 162 of 1998 industrial dispute exists between Sh. Raj Kumar Shakya S/o B. P. Shakya 426, W-21 Vasant Vihar, Kanpur and The Chairman, Kshetriya Kisan Gramin Bank, Mainpuri, whereby Central Govt. MOL, New Delhi, vide notification No. L-12012/155/98/TR(B-II) dated 11-8-98 has referred the industrial dispute for adjudication to the tribunal which is to the effect as to whether the action of the management of Kshetriya Kisan Gramin Bank in terminating the services of Sri Raj Kumar Shakya from 30-6-83 is legal and justified? If not to what relief the workman is entitled? It is the common ground of the contesting parties that the claimant Sri Raj Kumar Shakya was engaged by the opposite party bank in the year 1982 on opening of a new branch at Chitayan Branch on 15-9-82 as clerk-cum-cashier. Initially the applicant was paid on daily wages but subsequently he was being paid his salary on scale basis by the opposite party bank and during the course of his employment the applicant used to sign the attendance register regularly. It has also been pleaded by the applicant that he continued to work continuously during the period 9-8-82 to 30-6-83. At this stage it may be observed by the tribunal that applicant has not been appointed by the Chairman of the Bank on 15-9-82 as has been pleaded by him in para 3 of his claim statement, by order in writing. The services of the applicant has been terminated by the opposite party w.e.f. 30-6-83. Claimant has also pleaded breach of various provisions of the Industrial Disputes Act, 1947, on variety of grounds and it has been prayed by him on the strength of above facts that he be reinstated in the service of the bank with full back wages and consequential benefits.

11. The Claim of the claimant has been contested by the opposite party inter alia on the ground that the then Chairman of the bank engaged the claimant at Rs. 10/- per day as daily rated employee; that the claimant did not hold any regular or permanent post in the bank in any capacity

in any cadre; claimant had never worked on the post of clerk-cum-cashier in the bank; he was never given any appointment letter as cashier-cum-clerk on daily rate basis or on ad hoc basis; no appointment letter was ever issued to him by the opposite party; that on availability of some casual work the branch might have taken some work from the claimant on daily wage basis on the rate prevalent at the relevant time; in the end it has been admitted by the opposite party that his services as casual basis were disengaged by the bank w.e.f. 30-6-83 and in view of the facts and circumstances of the case the action of the management is neither illegal nor unjust and the claim of claimant is liable to be rejected being devoid of merit.

12. After exchange of pleadings between the parties contesting parties adduced oral as well as documentary evidence in support of their claim and counter-claim.

13. Heard the arguments of the contesting parties at length and have perused the records of the case.

14. From the own pleadings and evidence of the opposite party it stands established that the claimant was engaged on daily basis at Rs. 10 per day and he was not paid his wages for sundays and other holidays. On the contrary it has been pleaded by the claimant in his statement of claim that he was appointed by the then chairman of the bank for proposed branch to be opened on 15-9-82. From the documentary evidence it is found that the claimant has not filed any document showing that he was at any point of time was appointed by the then Chairman by order in writing. It is settled principle of law that the competent authority is supposed to perform his obligation in accordance with law and rules applicable for the time being. Even if competent authority acts contravening the relevant rules or act otherwise, such acts of such authority will not confer any legal right in whose favour such act has been done. Therefore, even if it is presumed that the Chairman was competent to make appointment in the opposite party bank and that the claimant has been engaged by him in the bank that will not make Claimant entitled for claiming reinstatement in the service of the bank in the garb of the provisions of Industrial Disputes Act, 1947, as it is now well settled legal position that any appointment made defying recruitment rules by competent authority ignoring the merits of other similarly situated persons shall not confer any right to such appointee for claiming regular appointment in the service of their employer. The above settled legal position has recently been reiterated by the Hon'ble Supreme Court of India in a leading case Secretary, State of Karnataka Versus Uma Devi and others in which principle of law as enunciated by the Apex Court has been reaffirmed that a temporary, casual, daily rated or ad hoc appointee has no right to claim permanency of service in the public employment unless he has been subjected to regular selection process and has been found fit for the post. Mere completion or more than 240 days of continuous service in industrial employment would not entitle a

workman to attain the benefits of the provisions of the Industrial Disputes Act, 1947, and in such circumstances his case cannot be covered within the purview of the provisions of the Industrial Disputes Act, 1947. It is a matter of common knowledge that now a days in each and every department of Government of India and Public Sector Undertakings covered by the provisions of the Act, are having their own recruitment rules. Even they are also having rules to cater the need on day-to-day basis and if any engagement on temporary basis, daily basis, casual basis or ad hoc basis is made in violation of the rules framed for engaging such employees in that event such employee or workman is not entitled even to hold temporary, casual, daily rated or ad hoc status under the employment of such department/industry.

15. In view of above discussions, it is held that the claimant being a daily wage employed by the opposite party bank is not entitled for any relief as claimed by him as his engagement by the bank either on regular basis as claimed by him or on daily wages as claimed by the opposite party has not been found in accordance with the recruitment rules. Even the provisions of the Industrial Disputes Act, 1947, is not a Bible or Ramayana for the employees working in Industrial Segments of the country and the provisions of the same cannot be invoked unless it is pleaded and proved that the action of the management is in contravention of such and such provisions of service rules and the same is found pleaded and established that they are not akin to the provisions of the Industrial Disputes Act, 1947. It is also settled legal position in Industrial/Service Jurisprudence that the Courts/Industrial Tribunals or Service Tribunals should not be used as a measure for providing back door entry in the public employment to such persons who are not eligible for the post in accordance with the service rules or who had not been subjected to regular selection process as it would be opposite to the provisions of Article 14 of the Constitution of India. In view of above, the claimant cannot be held entitled for any relief.

16. For the reasons discussed above, the claim of the applicant in Industrial Dispute Case No. 162 of 98 stands rejected and it is held that he is not entitled for any relief as claimed by him pursuant to the present reference order.

17. In Industrial Dispute No. 67 of 99, Central Govt., MOL, New Delhi, vide notification No. L-12012/102/98 I.R. B-II dated 19-3-99 has referred the dispute for adjudication to this tribunal which is to the effect as to whether action of the Management of UCO Bank in terminating the service of Sri Sunit Dixit w.e.f. 7-5-97 is legal and justified If not to what relief the said workman is entitled. The dispute is in between Sri Sunit Dixit C/o Sri B. P. Saxena 426 W-2 Basant Vihar Kanpur and The Regional Manager UCO Bank, Kapurthala Market Aliganj Lucknow.

17A. The claim as set up by the workman in short is that the opposite party offered him temporary employment at its Lajpat Nagar Branch, Kanpur on 12-2-94, where he

performed entire regular duties of a peon and he was paid Rs. 40/- per day as his wages by the opposite party. It has also been pleaded that during the period of his employment he was not paid any wages by the opposite party for sundays and holidays. Some times payment of wages were paid to him through vouchers prepared in the name of fake persons. Instead of absorbing the services of the workman on permanent basis, opposite party terminated his services in breach of provisions of Industrial Disputes Act. Since there is gross violation of the provisions of Sec. 25F of I.D. Act, 1947, therefore, he be reinstated in the service of the bank with full back wages continuity of service and all consequential benefits.

18. As against it, the claim of the workman has been contested by the opposite party on a number of grounds inter alia alleging that the workman was never appointed by the opposite party bank in an capacity whatsoever, he was never paid any wages, no regular work of peon were ever taken by the opposite party from the workman, there never existed any relationship of employer and employee between the workman and the bank, claim of the workman is barred by provisions of sec. 2(oo)(bb) of the Act, workman has never completed 240 days of service with the opposite party, he was never subjected to regular selection process, claimant is not a workman within the meaning of the provisions of the Act, and lastly it has been pleaded that the claimant is not entitled for any relief as his claim is devoid of merit, therefore, claim of the workman be rejected.

19. In view of findings recorded by the tribunal in para 14, 15 and 16 of this award, the tribunal is not inclined to record separate findings in the instant case as the same would operate as findings in the instant case. Therefore in this case too it is held that the workman is not entitled for any relief as claimed by him and the reference is bound to be decided against the workman. Reference in I.D. Case No. 67 of 99 is therefore, answered accordingly.

20. I.D. Case No. 10 of 2004 is in between Anil Pal Singh son of Devi Singh 179/7 outside Khandarav Gate Behind Babulal Factory Jhansi and The Dy. General Manager, State Bank of India Zonal Office Mall Road Kanpur in which Central Govt. Ministry of Labour, New Delhi vide notification No. L-12012/93/2003 (IR)(B-I) dated 30-1-2004 has referred the dispute for adjudication to the effect as to whether the action of the management of Dy. General Manager, State Bank of India, Kanpur, in not giving employment to Sri Anil Pal Singh son of Sri Devi Singh even though he was in the panel of 1989 and he waited till 1997 is justified? If not what relief he is entitled to?

21. From a bare perusal of the schedule of reference order it is quite obvious that reference order has not been happily worded and schedule of reference order is absolutely outside the scope and ambit of the provisions of Sec. 2-A of Industrial Disputes Act, 1947, therefore, it is quite impossible to adjudicate the matter on such issues

which are not covered under the definition of Industrial Dispute. If it is so it would be totally futile exercise on the part of the Tribunal to detail such matter in the body of the award which cannot be adjudicated upon. Even otherwise the claimant cannot lay his claim against the opp. party as he had never been appointed by the opposite party after holding regular selection process, and mere finding place in the panel workman would not ipso facto become entitle for seeking employment in the bank, as no legal right accrue in his favour. From this point of view he cannot be awarded any relief as claimed by him. Reference is accordingly decided against him and in favour of the opposite party State Bank of India, Kanpur.

22. I.D. Case No. 4 of 2006 is in between Sri Manoj Kumar s/o of Sri Ramesh Chander house No. 32 Block No. 61/2 Govind Nagar Kanpur and the Branch Manager State Bank of India I.E.L. Panki Kanpur in which Central Govt. MOL, New Delhi, vide notification No. L-12012/2/91/2002/IR(B-1) dated 19-8-02 has referred the dispute to this tribunal for adjudication which is to the effect Kya Shakhia Prabandhak Bhartiya State Bank of India IEL Panki Shakhia Kanpur Dwara Kamkar Sri Manoj Kumar Atmaj Sri Ramesh Chander Ki Dinank 22-10-01 Se Sewa Sampat Kiya jana Nyayochit Hai? Yadi Nahi to Sambandhit Kamkar Kis Anutosh ke Haqdar Hai?

23. Workman in his claim petition has alleged that he was appointed by the opposite party against vacancy fell vacant due to retirement of one Sri Dularey, Daftry cum sweeper at banks Panki Branch on 1-12-99 by the then branch manager on the application made by him seeking his appointment. He continuously worked with the opposite party w.e.f. 1-12-99 to 21-10-2001. He also became entitled for regularisation according to the provisions of Bipartite Settlement after rendering 90 days of continuous service. As a device of unfair labour practice he was being paid his wages through cheques which were accepted by the workman to retain his employment with the opposite party. He was not shown any reason for termination of his employment by the opposite party therefore the action of the bank is in violation of the provisions of Section 25F and 25N of the I.D. Act. In his place opposite party engaged another person to perform the same work which was being performed by the workman. It has also been pleaded that the action of the management bank in terminating the services of the workman is against the provisions of law and in violation of the provisions of Article 14, 16 and 21 of the Constitution of India. He also made a representation before the bank on 23-10-01 requesting therein to reinstate him in the employment of the bank. Lastly it has been pleaded that the workman be reinstated in the service of the bank and he be also paid his entire back wages and other attached benefits.

24. On the contrary, the claim of the workman has been contested by the opposite party on the ground that there never existed any relationship of employer and

employee between them and the workman, thus the reference is bad in law. Workman has never completed 240 days of continuous service in 12 calendar months preceding the date of alleged termination, therefore, the provisions of sec. 25F of the Act are not applicable in the case of the petitioner, the petitioner was independant person/contractor for specific job distinct and different from bank employee having no control of bank, not governed by service conditions of the the bank as applicable to regular employee appointed through due process and even otherwise paragraph 16.9 of Desai Award has excluded casual or persons engaged to do job work. It has also been pleaded that the petitioner is intending to seek back door employment in contravention of set rules and procedure for recruitment in the bank which are made by recruitment board after identification of vacancies advertisement, written test and interview etc. it has been denied by the opposite party bank that it ever engaged or appointed the petitioner. On the basis of above pleadings it has been prayed that the claim of the petitioner suffers from merit and is therefore rejected. In view of above and also in view of findings recorded by the tribunal in para 14, 15 and 16 of this award and further in view of admitted position of the case that the workman had never been paid his wages at par to those of regular employee of the bank as it is the own case of the petitioner that opposite party used to make payment through cheques, the tribunal do not consider it expedient to discuss oral as well as documentary evidence lead by the contesting parties as it would be futile exercise on the part of the tribunal to record same findings in in the instant case as they will operate as findings of the tribunal in the instant case.

25. Therefore, in view of above, it is held that the petitioner is not entitled for any relief as claimed by him in his statement of claim and is claim is also liable to be rejected on the ground that petitioner has failed to substantiate his claim that there existed relationship of master and servant between him and the opposite party ever existed. Thus he is held not entitle for the relief claimed by him and his claim is therefore decided against him and in favour of the opposite party bank.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 27 मई, 2008

का. आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गुवाहाटी के पंचाट (संदर्भ संख्या 25/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-05-2008 को प्राप्त हुआ था।

[सं. एल-22012/212/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th May, 2008

S.O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 25/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen received by the Central Government on 27-05-2008.

[No. L-22012/212/2003-IR(CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Sri H.A. Hazarika,
Presiding officer,
CGIT-cum-Labour Court, Guwahati.

In the matter of an Industrial Dispute between:

The Management of F.C.I, Ulubari, Guwahati.

Versus

The Joint. Secretary, F.C.I Workers Union, Kolkata.

Ref. Case No. 25 of 2004

APPEARANCES

For the Management : Sri P. K. Roy, Advocate,
Sri S.K. Chakrabarty,
Advocate.

For the Union : Sri A. Dasgupta, Advocate.
Sri S. Chakrabarty, Advocate.

Date of Award : 16-5-2008.

AWARD

1. The Government of India, Ministry of Labour, New Delhi vide its Notification No. L-22012/212/2003-IR(CM-II): dated 24-03-2004 referred this Industrial Dispute arose between the Management Food Corporation of India, and their workmen in exercise of power conferred by Clause-(d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication on the basis of the following Schedule :—

SCHEDULE

“Whether the action of the management of FCI, Dimapur and Shilong for removing/shifting of FCI Departmental workers from the operational works at CWC Depot, Dimapur is legal and justified? If not, to what relief the concerned workmen are entitled?”

AND

“Whether the notification of Govt. of India, Ministry of Labour dated 29-6-1989 in respect of prohibition of contract labour system at FSD, FCI, Dimapur is applicable for CWC Depot, Dimapur where the FCI is using the depot for storage and stacking of food grains on hire. If so, to what relief the workmen concerned are entitled?”

2. The matter was pending in the State Industrial Tribunal at Guwahati and on inception of this CGIT-cum-Labour Court as per procedure the proceeding (record) is transferred and this CGIT-cum-Labour Court received the same on 6-12-2004. On being appearances of both the parties, the matter is proceeded for adjudication and to pass Award here as per procedure.

3. The case of the Food Corporation of India Worker's Union in brief is that the labours of the Union used to do the works of carrying loading and unloading at 40 storage depots of Food Corporation of India. The FCI had got some depots of their own and some are hired for procurement of food grains and distribution. Food Corporation of India use to procure, store, distribution of foodgrains and has got hundred of food storage depot. One of such hired depot situated at Dimapur, Nagaland, which is owned by Central Warehousing Corporation. In this Depot the contract labourers were engaged on the basis of direct payment system. For revisions of wage structure a mutual discussion took place between the Union concerned and the management of the FCI and a settlement was arrived at on 24-5-1984. As per this settlement the separate wage structure and other benefits were given to the workers including the workmen working in the Dimapur, Central Warehousing Corporation. After the settlement the workers were benefitted due to system of direct payment. On 29-6-1989 the Govt. of India, on the strength of Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970 issued a Notification whereby engagement of contract labourer in 56 different godowns of Food Corporation of India were prohibited. One of such depot listed at serial No. 40 is at Dimapur. While the deployment of contract labour in the godown of CWC at Dimapur were prohibited the Food Corporation of India brought the workers engaged under direct payment system. Accordingly the workers working in CWC godown at Dimapur have been transferred to the own godown of FCI. This being illegal action the union made an Industrial Dispute before the Regional Labour Commissioner (Central) but the dispute could not be settled and as a result of which, the matter is referred before this Tribunal. As system of Contract Labour is abolished the management should not continue to keep contract labours at CWC keeping of contract labour is as prohibited. Hence the action of Management is denied by Union is illegal and prayed to pass the award in favour of the Union.

4. The case of the management in brief is that the Food Corporation of India engaged permanent workers at CWC godown and their monthly wages were paid by FCI. At that initial stage the Food Corporation of India had no godown of their own. But later on the Food Corporation of India commissioned the own godown having the capacity of 10,000 metric tones. As daily out put increased in the new godown and there was difficulty in sending labour force along with loaded trucks for unloading at CWC.

For instance, Management was receiving 2669 of wagon during 2001-2002 which increased to 3632 numbers of wagon in 2002-2003. Further the salary and incentive also increased to Rs. 53,87,516 from the tune of Rs. 21,34,265. As the transfer of workers from CWC to FCI being instance of service and while FCI own their own godown the gang of workers were transferred from CWC to FCI godown. The objection against the transfer is not maintainable. Such transfer does not require prior notice. The relevant transfer is not change the service condition. It is done as per standing orders. The transfer is also not detrimental to the benefits with the workmen and they are benefitted out of it. They cannot claim any other benefit under the law. The Management of FCI have not appointed any contract labourer any where in their establishments at Dimapur against the Notification issued by the Government of India on 29-6-1989 for abolition of contract labourer. The CWC appointed their own contract labourer for handling and transporting job in their own depot at Dimapur and after such appointment inform the District Manager, Dimapur. The FCI only hired and used the CWC depot at Dimapur while they had not their own godown but after construction of their own godown the FCI cannot engaged their labour at CWC godown. The Notification dated 29-6-89 prohibited employment of contract labour by the FCI in the various godowns and depots in the establishment of the FCI in India and not by the CWC in the establishment of the CWC. Apart from the storing by FCI, the CWC also storage in respect of other private parties and government organizations. The Notification issued by the Government of India dated 29-6-1989 does not put any restriction on the part of CWC and does not applicable to the CWC depot at Dimapur. The workmen of FCI who are regular workmen of the FCI establishment cannot be aggrieved by such appointment made by the CWC. That management has properly transferred the force of workmen, to their own godown of FCI. The management has not violated the Notification issued by the Government and prayed to answer the Schedule in their favour.

5. Perused the documents submitted by the respective parties and their evidences. The FCI worker's Union examined Amarlal Roy and Sri Dulal Chandra Nath. The Management examined Sri Aswani Kr. Singh. The learned Advocate for the union cross-examined the witness of the management and the learned Advocate of the union also cross-examined the management witness.

6. The brief contention of the evidence of U.W.1 Sri Amarlal Roy that FCI who use to do the work of procurement of foodgrains and distribution of the same. One of such hired depots shifted at Dimapur, Nagaland owned by the Central Warehousing Corporation for loading and unloading of food grains. There was a dispute as regards replacement of contract labour system by direct payment system and the dispute was settled on 24-5-1984 by mutual discussion between the FCI workers' Union and

the Management of the FCI. Ext. A is the copy of that settlement. On 29-06-1989 the Government of India promulgated a Notification under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970 and whereby the engagement of contract labour in 56 different godowns and depots of Food Corporation of India was prohibited. Food storage depots at Dimapur is one of such depot. According to that Notification the contract labour deployed at the godown at Dimapur is also prohibited. The engagement of contract labourer apparently illegal and in contravention of the Notification dated 29-06-1989. Earlier workers worked in the godown of CWC have been transferred to the godown of FCI. Against that illegal action they raised Industrial Dispute lodging complaint before the Regional Labour Commissioner, Guwahati on 9-9-2002. In cross-examination, Sri Amarlal Roy said that he is the Vice President of the Union. He has not submitted any document and he is the Vice President of the Union concerned. He is authorized by the Union to depose in this matter but no authorization letter is submitted. FCI have engaged contract labour in CWC godown but relating to that he has not submitted any documents. At the time of reference Case No. NTB-1 of 1989 FCI had no godown of their own at Dimapur. He denied that the claim of the Union is baseless. W.W. 2, Sri Dulal Chandra Nath deposed that he is a member of the FCI workers' Union since 1970. Their Union is covered throughout India. Amarlal Roy is their Vice President and he used to work throughout the N.E. Region. The relevant dispute was represented by Sri Amarlal Roy before ALC (C), Silchar for conciliation. Amarlal Roy is also authorized by the Union to represent the Union and to take necessary step in this Tribunal. Prior to Amarlal Roy, Parusram Suren was authorized by the Union to represent the Union before this Tribunal and due to health condition as he unable to take necessary step, Amarlal Roy is taking their necessary step before this Tribunal. In cross-examination he said he has not submitted any letter that Amarlal Roy is one of the 9 Vice President of their Union. The letter received by Amarlal Roy to represent the Union is not exhibited.

7. The solitary witness of the FCI, Management Sri Aswini Kumar Singh deposed that the whole gang of workmen who were working at hired depot of Central Warehousing Corporation at Dimapur has been transferred to the depot owned by the FCI at Dimapur for the administration/operational interest of the FCI. The Union made an Industrial Dispute before the Regional Labour Commissioner, Guwahati vide No. F.C.I.W./RLC (GHT)/2002/535 dated 09-09-2002. That the FCI transferred the workmen concerned from the FCI operational sites at the hired CWC owned godown of the newly constructed FCI godown without taking recourse to that Section-9-A of the Industrial Dispute Act, 1947. The transfer has changed the service of the workmen. But the claim of the Union is not maintainable as per purview of 4th Schedule of the Industrial

Act. It is also raised by the workmen concerned that Management has appointed a contractor at CWC Dimapur Depot. The Union is not sure about their claim. The grievances made by the workers' Union is not maintainable. This transfer does not require any prior notice. It is covered under provision of the standing orders. The transfer benefitted the workmen. The management of the FCI did not appoint any contractor anywhere in their establishment at Dimapur after the Notification issued by the Government of India, Ministry of Labour, New Delhi dated 29-6-1989. The CWC, Dimapur appointed their own contractor for handling and transport job in their own depot at Dimapur and after such appointment informed the District Manager, FCI, Dimapur vide Letter No. CW/DMP/11&T/2002-2003/407 dated 29-8-2002 that the said contractor would render handling works of labourers w.e.f. 2-9-2002 and accordingly requested the District Manager to discontinue the engagement of FCI handling labourers in the Central Warehousing, Dimapur. That by the notification dated 29-6-1989 prohibited the FCI for engaging of contract labour at Dimapur. The workers engaged were brought under direct payment system in the regular establishment of the FCI. Since the FCI has constructed their own godown at Dimapur. The godowns being at Railway siding the concerned workmen were transferred to the newly constructed to their own godown at Dimapur to meet its administrative and operational requirement. That the transfer was made on justified ground. The CWC can appoint their own contract labour and the prohibition notice cannot be made applicable to the CWC, Dimapur. In cross-examination the witness deposed that he was posted District Area Manager, FCI. Presently at District Office at Dimapur and he is working here since 7-6-2006. The FCI have got their own godown for storage of food and apart from that godown the FCI used to take other godown on occupancy basis from Central Warehousing Corporation and other private and State Government depots as and when required. The Government of India issued a Notification prohibiting of engagement of contract labourer in food storage depot of FCI at Dimapur. The FCI have constructed their own godown. Their own employees used to do the work of loading and unloading in their own godown. The CWC godown at Dimapur can be used by some other organizations also. The labourers working in CWC godown are not FCI workers or labourers. Before construction of FCI godown, the FCI workers were working in the CWC godown. After construction of their own godown all workers were transferred to their own godown for loading and unloading works. Ext. E series are relating to the labour payment made by the FCI to CWC employees for handling FCI goods and CWC used to distribute the amount to the labourers. These labourers are not exclusively working for FCI and they are at liberty to work for other organizations or parties. CWC can engage the labourers for FCI goods. He is not aware whether the FCI goods are storage at CWC godown at Dhubri and Goalpara. He also

not aware that FCI have food storage at Bongaigaon and Khanapara. The CWC management have appointed their own contractor for handling and transporting job in their own depot at Dimapur and after such appointment informed the District Manager FCI, Dimapur, vide letter No. CW/DMP/HNT/2002-03/407 dated 29-8-2002 that said contractor would render handling works of labour w.e.f. 2-9-02.

8. It is pertinent to note here that this Referred matter has got two Schedules. The first is whether the action of the management of FCI, Dimapur and Shillong for shifting of FCI Departmental workers from the operational works at CWC Depot, Dimapur is legal and justified; The second Schedule is whether the notification of Government of India, Ministry of Labour dated 29-6-89 in respect of prohibition of contract labour system at FSD, FCI, Dimapur is applicable for CWC Depot, Dimapur where the FCI is using the depot for storage and stacking of food grains on hire.

On careful scrutiny of the documents and evidence in the record I find the FCI used to hire the godowns under CWC on occupancy basis. The CWC godowns are not only used by the FCI and it is used by the private parties and other organizations also. The CWC use to take money from FCI during the period while they use to store the food grains at their godown and for that the FCI use to pay money directly to the CWC. I also find the FCI has not engaged any contractor and it appears to me the loading and unloading is done by the labours of the Contractor of CWC. Under the above facts and circumstances, I find the labours working at CWC godown are under the control and management of the CWC. As FCI has got their own godown they do not use the CWC godown at all times. Sometimes they use it and the works done by the labours of CWC. Under the above facts and circumstances, I find the Notification is not applicable to CWC even the godown is occasionally use by FCI on hire basis.

9. On careful scrutiny of the evidence I find when the FCI, Dimapur has constructed their own godown at Dimapur, they transferred the whole gang of workers working at CWC godown, Dimapur. It is found CWC godown is a hired godown and prior to their own godown, FCI used to keep their workers at CWC. I find the workers or the whole gang transferred to FCI own godown at Dimapur are economically or other way not discriminated as such transfer is not detrimental to FCI workers. They are treated as per provision and procedure of the FCI department. The union could not show anything detrimental to the workmen due to this transfer. The FCI has got right to transfer their employees to the benefit and function of the FCI. In my opinion there is no illegal action made by the Management of FCI. On careful scrutiny I find at one point in the written argument the Union also not stressed on this point of transfer and appears to me this point is abandoned by them. However, considering the

evidence and documents in the record, I find the management has rightly transferred the FCI workers from the CWC godown to their own godown at Dimapur and it is legal and justified.

10. As regards second part of the Schedule, on careful scrutiny of Notification which is Ext. C, I find the government under sub-Section-1 of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1978 (37 of 1970), the Central Government prohibits the employment of contract labourers in the godown and depot of FCI specified in the schedule annexed in the notification. On careful scrutiny, I also find this Notification prohibits only the FCI for employment of contract labour in the godown and depots of the FCI. The FCI and CWC are two organizations. There is no direction about the implementation of the notification by the CWC. Hence, in my opinion clearly the notification Ext. C is not applicable in case of CWC. Further, there is no evidence of any agreement that FCI appointed any contractor to engage labourers. A letter bearing No. CW/DMP/H&T/2002-03/407 dated 29-8-2002, issued by CWC to FCI shows that CWC requested the FCI to withdraw their labourers from Central Warehousing Corporation Dimapur with effect from 2-9-02. Considering all evidences and documents in the record, I find the FCI has not violated the notice. The CWC godowns use by other organization also and as per evidence FCI do not pay any hiring charge when CWC depot is not use by FCI for storage by them. It is found in cross examination that the labours working at CWC are not FCI labourers or workers.

11. Under the above facts and circumstances the first part of the schedule as well as the second part of the schedule are decided against the FCI workers' Union. It is pertinent to note here that FCI has got their own godown where their labourers or employee are working. They used to hire the CWC godown which is of a different organization. CWC used to rent it out not only FCI but other organization also to store or any other purpose of goods. Hence, here it can not be accepted that FCI used contract labourers at CWC godown, Dimapur. The request made by CWC to discontinue the labourers of FCI at CWC with effect from 2-9-02 clearly show that the FCI has not engaged any contractor at CWC.

12. Under the above facts and circumstances I find action of the management of FCI is not against the notification. Further, there is no evidence also that FCI have engaged contractor at CWC godown, Dimapur. In the result, both the parts of the schedule are decided against the Union.

13. Prepare the award accordingly and send the same to the government immediately.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 27 मई, 2008

का.आ 1418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2008 को प्राप्त हुआ था।

[सं. एल-12011/99/2006-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2008

S.O. 1418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.23/2007) of the Central Government Indus.Tribunal-Cum-Labour Court, No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 26-05-2008.

[No. L-12011/99/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL
(NO. 2) AT DHANBAD

PRESENT

Shri Nagendra Kumar,
Presiding Officer

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I.D. Act, 1947

Reference No. 23 of 2007

Parties : Employers in relation to the management of
UCO Bank and their workman

APPEARANCE:—

On behalf of the Workman : Shri. B.Prasad, State Secretary
UCO Bank Employees Association.

On behalf of the employers : Shri Anil Kr. Sinha
Law Officer

State : Jharkhand Industry : Banking.

Dated, Dhanbad, the 7th May, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12011/99/2006-IR(B-II) dated, the 1st May, 2007.

SCHEDULE

"Whether the action of the management of UCO Bank Regional Office, Patna in denying the post of ALPMO in respect of Shri K.K. Jain, Clerk-cum-Cashier as per the seniority is justified and legal? If not, what relief the workman is entitled to?"

2. In This reference a petition has been submitted on behalf of the workman side praying therein to pass a 'No dispute' Award on the ground that the concerned workman has expressed his reluctance to proceed with the hearing of the reference as he has got promotion to the officer grade from clerical cadre. The representative of the management raised no objection in view of the submission made by the representative of the workman.

Perused the petition and heard both side .

Since the concerned workman involved in the dispute is not willing to proceed with the hearing of this case as he has got promotion from clerical cadre to officer grade, I do not find any reason to drag the same for days together. Under such circumstances, a 'No dispute' Award is passed in this case presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 27 मई, 2008

का.आ 1419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 64/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2008 को प्राप्त हुआ था।

[सं. एल-12011/45/2006-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2008

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.64/2006) of the Central Government Indus.Tribunal -Cum-Labour Court, No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 26-5-2008.

[No. L-12011/45/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL
(NO. 2) AT DHANBAD

PRESENT

Shri Nagendra Kumar,
Presiding Officer

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I.D. Act, 1947

Reference No. 64 of 2006

Parties : Employers in relation to the management of UCO Bank and their workman.

Appearances :—

On behalf of the Workman : Shri B. Prasad, State Secretary,
UCO Bank Employees Association.

On behalf of the employers : Shri Anil Kr. Sinha,
Law Officer

State : Jharkhand Industry : Banking.

Dated, Dhanbad, the 7th May, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12011/45/2006/IR(B-II) dated, the 3rd October, 2006

SCHEDULE

"Whether the demand made by the UCO Bank Employees Association, Patna for regularisation of service of Shri Abhay Kumar, Part-time employee by the management of UCO Bank is legal and Justified ? If not, what relief the disputant concerned entitled to ?"

2. In this reference a petition has been submitted on behalf of the workman side praying therein to pass a 'No dispute' Award on the ground that the dispute in question has been settled between the parties and the concerned workman has been awarded relief in view of such settlement. The representative of the management has agreed upon the submission made on behalf of the workman side.

Perused the petition and heard both sides.

Since the dispute in question has been settled and as prayer has been made to pass a 'No dispute' Award in this case, I do not find any reason to drag on the instant reference case any more. Under such circumstances, a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 27 मई, 2008

क्र.सं. 1420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केंद्रीय सरकार फेडरल बैंक लि. के प्रबंधकों के संबंध निम्नलिखित और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 310/2006) को प्रकाशित करती है, जो केंद्रीय सरकार को 27-05-08 को प्राप्त हुआ था।

[संख्या एल-12012/250/1994-आई आर (बी-1)]

एन. एस. बोर, आर्थिक अधिकारी

New Delhi, the 27th May, 2008

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 310/

2006) of Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the management of Federal Bank Ltd., and their workmen, received by the Central Government on 27-05-2008.

[No. L-12012/250/1994-IR(B-I)]

N. S. BORA, Economic Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

PRESENT : Shri P. L. Norhart,
B.A., L.L.B., Presiding Officer

(Wednesday the 19th day of March, 2008/29th Phalguna 1929)

I.D. No. 310/2006

(I. D. No. 4/96 of Labour Court, Ernakulam)

Workman : V. J. Jayan,
Vazheparambil House,
Elamakkara,
Kochi-682026.
By Adv. Sri. Ashok B. Shenoy.

Management : The Chairman,
M/s. Federal Bank Ltd.,
Head Office, Alwaye-683 102

By Advocates M/s. B. S. Krishnan Associates

This case coming up for final hearing on 14-03-2008, this Tribunal-cum-Labour Court on 19-03-2008 passed the following :

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act, 1947. The reference is :

"Whether the action of the management of M/s. Federal Bank Ltd., Alwaye in terminating the services of Sri. V. J. Jayan, Casual Labourer of their Ernakulam North Branch w.e.f. 18-04-94 on completion of 85 days service is justified. When the casual vacancy continues to be there ? If not, to what relief the workman is entitled to ?"

2. The facts of the case in brief are as follows :

The workman Sri. V. J. Jayan was employed with the management bank as temporary bankman, Ernakulam North Branch on 19-10-93. He worked till 18-04-1994. Altogether he had worked 85 days under different spells. On 18-04-94 he was terminated from service. He was working in a regular vacancy of bankman. His juniors were retained while he was terminated from service. After his termination temporary and permanent hands were taken in the vacancy of bankmen. No notice of termination or compensation was given to the workman. The termination is illegal, against Sastry Award, Bipartite settlements and provisions of Industrial Disputes Act. The workman is entitled for reinstatement, regularisation with full backwages, continuity of service and other consequential benefits.

3. According to the management the workman was appointed as temporary bankman on daily wage basis for certain stipulated periods and he had worked for a total period of 85 days at different occasions from 19-10-1993 to 18-04-1994. His appointment was not against any permanent vacancy. He was not retrenched. At the end of the period of appointment he was relieved from duty. Therefore he is not entitled for a notice or retrenchment compensation. There is no violation of any of the provisions of Industrial Disputes Act, Sastry Award or Bipartite settlements. No juniors were retained when the workman was terminated from service. Applications were invited in 1994 for the permanent post of bankmen and the workman too had applied for the post. However he did not succeed in the interview. There is no illegality in not continuing him in service. He is neither entitled for reinstatement nor for regularisation nor for any other reliefs.

4. In the light of the above contentions the following points arise for consideration :—

1. Is the termination legal ?
2. Is the workman entitled for re-instatement and regularisation ?
3. To what reliefs, if any, is the workman entitled ?

The evidence consists of the oral testimony of WW1 and WW2 on the side of the workman and no evidence on the side of management. WW2 is the Vice President of trade union who was examined in I. D. 269/2006, a similar case. A petition was filed by the workman before the State Labour Court, Ernakulam on 02-09-2002 with a prayer to look into the deposition of WW2 in I.D. 37/95 (ID/269/2006 of this court) was allowed.

5. **Point No. 1 :**—The claim statement as well as the written statement contain the admission that the workman was appointed as temporary bankman at different spells. But according to the workman he was appointed against a permanent vacancy. While the management contends that he was engaged in leave vacancy and sometimes due to increase in work.

“Temporary employee is defined in Sastry Award in Para 508C which is applicable to all banks and which was adopted in Bipartite Settlements.”
It reads :

“Temporary employee” means an employee who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional employee in connection with a temporary increase in work of a permanent nature.”

In the subsequent Desai Award the definition was carried over and later in the 1st Bipartite Settlement dated 19-10-1966 ‘temporary employee’ was defined in Clause 20.7 as follows :—

“Temporary employee” will mean a workman who has been appointed for a limited period for work

which is of an essentially temporary nature, or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes workman other than a permanent workman who is appointed in temporary vacancy caused by the absence of a particular permanent workman.”

It is relevant to note the next clause, 20.8 :

“A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of 3 months during which the bank shall make arrangements for filling up the vacancy permanently”

To the 1st Bipartite Settlement Federal Bank was not a party. They became a party to the 3rd Bipartite Settlement of 1979 dated 01-08-79. Clause 1 of that Bipartite Settlement reads as follows :—

“In respect of 49 banks listed in Schedule-I to this Memorandum of Settlement except State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the Memorandum of Settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971 and 8th November, 1973 referred to above shall govern the service conditions except to the extent that the same are modified by this settlement.”

6. The definition of ‘temporary employee’ in 1st Bipartite Settlement is not altered or modified in 3rd Bipartite Settlement. Therefore the same definition contained in Sastry Award and modified by the 1st Bipartite Settlements apply to Federal Bank and its employees. Either as per the provisions of Sastry Award or Bipartite Settlements, a temporary employee does not get a right to continue in employment, but are entitled to certain privileges like, to remain in service until juniors are retrenched on the principle of ‘last come first go’ and preference in case of recruitment to permanent posts. As a matter of right a temporary employee cannot claim that he is entitled to continue in service or he should be regularized. As per Clause 20.8 of 1st Bipartite Settlement temporary appointment shall not exceed 3 months, within which period arrangement has to be made for regular appointment through recruitment. Though as per S-2 (s) of I.D. Act even a temporary employee or a casual employee is a ‘workman’, he does not get a right for permanency, but only a right u/s-25F of the Act for retrenchment notice and compensation provided he has worked continuously for a period of one year or 240 days prior to his termination. So far as the workman is concerned, admittedly he worked only for 83 days in different spells and not continuously during an year, much less prior to his termination. Therefore, he is not eligible for the benefit u/s-25F of I.D. Act.

7. The learned counsel for the workman submits that the management is resorting to unfair labour practice by appointing a person on temporary basis at different spells. The intention is to deny such person of the benefits of a permanent employee. He contends that the workman in this case was appointed in a permanent vacancy and the vacancy continued even after his termination. There was no need to give artificial breaks during his service. Hence the intention of the bank was to deprive him of the benefits due to a permanent employee. The termination therefore is illegal.

8. According to the bank the workman was appointed not in a permanent vacancy but in leave vacancies under different spells. WW1 is the workman. According to him when he joined service one Rai and Krishnan were working in the bank as permanent bankmen (page 8-WW1). He says that even when the above 2 permanent bankmen were present the workman and similar other temporary bankmen were allotted work alternatively (page-8). He admits that the work was not continuous but there were breaks in between for one week or less (page-9). He has no case that the permanent bankmen were, at any time, transferred or promoted or had superannuated or retrenched. WW2 is vice President of trade union. He too does not say that either at the time when the workman had joined service on 19-10-1993, there was a permanent vacancy of bankmen in Ernakulam north branch or when he was relieved from duty on 18-04-1994. In para 6 of the written statement it is mentioned that as per notification inviting application for the post of bankmen the workman had applied on 02-05-1994. This is subsequent to the termination of the service of workman on 18-04-1994. Assuming that the notification was prior to his termination from service, still there is no evidence to show that the permanent vacancies notified included the vacancies in Ernakulam north branch also. There is no such evidence adduced by the workman. Whereas admittedly 2 persons (Rai and Krishnan) were working as permanent bankmen at the time the workman was in service. Workman admits that he was called for an interview and he had attended the interview, but he does not know who were the successful candidates (page 5 and 6 of WW1). Therefore the contention of the workman that he was appointed against a permanent vacancy of a bankman in Ernakulam north branch cannot be true. Equally there is no force in the contention that such a permanent vacancy continued even at the time of termination of his service on 18-04-1994. Hence the appointment of the workman could only be in leave vacancy or to meet the exigencies of work in the bank during 1993-94 on temporary basis. He admits that similar casual labourers were appointed and they were working in turn at different spells during 1993-94. The workman had worked altogether 85 days within a period of 6 months. The last spell of appointment was just for one day and after that day's work he was relieved. Thereafter he was not employed. There is provision in the first Bipartite Settlement dated 19-10-1996

for appointment of temporary workmen for a period not exceeding 3 months and for further employment the bank has to make arrangement for regular recruitment (Para 20.8 of first Bipartite Settlement).

9. Moreover, the Federal Bank Bulletin dated 23-09-1987 (Para 2) says that in the case of sub-staff, temporary appointment can be made only to a vacancy arising out of long absence/leave of permanent incumbent and not in a vacancy caused by promotion, transfer, retirement, suspension, termination, dismissal, death, etc. It is also provided that as far as possible no temporary appointment shall be made during casual leave vacancies. In Para 3 it is stated that temporary appointment shall not be given to a candidate for more than 85 days and at a time not exceeding 10 days. Further paragraphs in the Bulletin says that appointment order and relieving order shall be given to temporary employees, a panel of suitable persons shall be prepared and temporary appointments shall be made only out of the panel, a register called 'the Register for Temporary Appointments' shall be maintained, the names of persons, who Complete 85 days' service, shall be removed from the panel and they shall not be further engaged, etc. It is in compliance with the said clauses in the Bulletin as well as Para 20.8 of 1st Bipartite Settlement that workers are posted as temporary bankmen for a period not exceeding 85 days. The intention may be to avoid claims of temporary employees for regularisation. So far as branches are concerned they are merely following the instructions in the Bulletin as well as the Bipartite Settlement. The unions are parties to the Bipartite Settlements and they are aware of the position of a temporary bankman and the manner of his appointment. Still the unions agreed to the terms in Para 20.8 of 1st Bipartite Settlement, according to which the temporary appointment shall not exceed 3 months.

10. But the learned counsel for the workmen submits that the management is indulging in unfair labour practice in the matter of temporary appointments. Let me now refer to item No. 10 of Part I of Vth Schedule to I.D. Act which enumerates unfair labour practice.

"to employ workmen as badlis, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen."

The above provision clarifies that the practice of temporary appointment for several years is to be treated as an unfair labour practice and not temporary appointments for shorter spells. However the learned counsel for the workman, relying on the decision of Madras High Court reported in K. Rajendran V. Dir.(Persl) Pro & Eqp. Cor. of India Limited, New Delhi and Ann. 1995 III-L.L.J. (Suppl) 240, argued that non-renewal of contract shall not be used as a weapon against the workman by the management in order to take him out of the purview of retrenchment u/s-2(cc) of I.D. Act. In the reported case the petitioner in the

writ petition was appointed as messenger initially for 44 days and thereafter for different spells with a break of one day. He continued to be so appointed for a period of 3 years. Then he was terminated from service. However the post of messenger continued without filling it. It was held by the Madras High Court that the intention of the management was to take the workman out of scope of retrenchment u/s-2(oo) of I.D. Act. It is further observed that S-2(oo) (bb) is to be strictly construed and if there is any hint of victimization or exploitation of the workman the provision should be interpreted in favour of the workman. In the reported case, considering the factual position there, it was held that the termination amounted to retrenchment falling within S-2(oo) of I.D. Act and it was an unfair Labour practice and therefore the petitioner in that case was entitled for the benefits u/s-25F of the Act. However, on facts, the case on hand differs from the reported case. The workman was appointed on 19-10-1993 and he had worked for 85 days altogether till 18-04-1994 during a period of 6 months. During the break periods many other temporary workers were engaged in the same post. This appointment of the workman cannot be treated as one falling within item No. 10 of Vth Schedule of the I.D. Act. In order to bring it under item No. 10 the service should have been for a pretty long time. Whereas in the reported decision the same person was working for 3 years with a break of one day each and nobody else was appointed in his place during the breaks. After his retrenchment the vacancy continued and nobody else was appointed. That is not the position in the present case. The workman had worked only for 85 days in leave vacancies during a period of 6 months at different spells. Since his service was only for a short period no bad motive can be alleged for non-renewal of contract. Hence there is no retrenchment u/s-2(oo) of I.D. Act. Therefore it cannot be said that there is any unfair labour practice. Two more decisions were cited by the learned counsel for the workman. But they differ on facts. *MP Bk. Karmachari Sangh V. Syndicate Bk. and Anr.* 1997 III-L.L.J. (Suppl) 536 was a case in which a casual worker worked for more than 240 days continuously during a period of one year. He had worked four years altogether. The other case is *Bikki Ram S/o. Sh. Lalji V. the OPIT, Cum-L.C., Rohtak* 1996 III-L.L.J (Suppl) 1126. In that case the workman had worked for more than 240 days continuously during an year. Naturally he was entitled to the benefits u/s-25F of I.D. Act. Thus, these two cases also differ from the instant case. The learned counsel had also referred to *Balbair Sing V. Kurushetra Central Coop. Bank Ltd and Ors.* 1990 I-L.L.J. 443 and *D. H. Shrike and Ors. V. Zilla Parishad, Yavatmal and Ors.* 1990 I-L.L.J. 445. In both cases it is observed that since the provision u/s-2(oo) (bb) is like an exception to S-2(oo) strict construction of S-2(oo) (bb) should be adopted by courts and if there is any attempt by the management to exploit an employee by not renewing the contract the provision should be interpreted in favour of the workman. But in the facts and circumstances of the

present case it cannot be said that the management has exploited the workman. He worked only for a period of 85 days. The workman has not been able to show any motive for the management to terminate his service. Thus no unfair labour practice is adopted by the management.

11. I have already mentioned that since the workman has not worked for a period of one year or 240 days continuously prior to termination he is not entitled for the benefits u/s-25F of I.D. Act. The question is, what other rights does he get under Bipartite Settlement or under the provisions of Sastry award or I.D. or I.D. Act? The Bipartite Settlements do not speak of any right to continue as temporary workman or for regularization. A temporary workman like any other candidate can apply for recruitment to a regular post and if he is qualified he is to be preferred to the general candidate. That alone is provided in the Bipartite Settlement.

12. As per Para 522.4 of Sastry award a temporary workman is entitled for 14 days' notice for termination of service. The provision reads :—

"The service of an employee other than a permanent employee or probationer may be terminated, and he may leave service, after 14 days' notice. if such an employee leaves service without giving such notice he shall be liable for a week's pay (including all allowances)".

The learned counsel for the workman argues that whatever be the nature of appointment, whether for a definite period or for an indefinite period, the workman is entitled for 14 days' notice before termination. But if this argument is accepted it will lead to an embarrassing position. For example, the workman in this case was appointed initially for one day only. If the management wanted to terminate his service after a day's work he cannot be given a long notice of 14 days and there is no occasion for giving such a long notice. Hence it follows that a temporary appointment or casual appointment shall be one for an indefinite period in order to claim 14 days' notice. In the instant case the appointment was not for an indefinite period, but for definite periods. The workman has no case that he was working continuously. He admits that he was appointed at different spells with breaks and different persons were employed during such breaks. If it is argued that indefinite period is purposely made definite by the management with ulterior motive of depriving the workman of certain benefits, then the further question would arise as to how many of the workers similarly employed on temporary basis in the same leave vacancy or even in a permanent vacancy (but only one vacancy) should be given 14 days' notice to discontinue the service of all of them. However, the evidence goes to show that the workman was appointed only for definite periods and it was done in accordance with Para 20.8 of 1st Bipartite Settlement and para 3 of Federal Bank Bulletin. Therefore Para 522.4 of Sastry award is not applicable to the instant case and the workman is not entitled for 14 day's notice.

13. It was then submitted by the learned counsel for the workman that the workman is entitled to one month's pay and allowances as per Para 524(1) of Sastry award. It reads :

"Temporary employees who are engaged for indefinite periods shall be entitled to one month's pay and allowances. Where, however, temporary employees are engaged for definite periods which have been mentioned in their appointment letters, no compensation will be payable".

This provision also will not come to the help of the workman as he was engaged for definite periods. Such persons are not entitled for compensation as per the above clause. Thus the provisions of Sastry award referred by the learned counsel for the workman are not applicable to this case.

14. It was then contended by the learned counsel for the workman that S. 25G and H of I.D. Act are violated by the management. He says so because according to him, while the workman was terminated his juniors were retained. Therefore, the rule of 'last come first go' was not followed by the management in the matter of termination of service. It is to be noted that there was no vacancy of bankman in Ernakulam north branch during 1993-94. The recruitment made in 1994 not necessarily mean that there was vacancy in Ernakulam north branch. Applications were invited for vacancies that arose all over the branches of Federal Bank as per the instructions of Head Office. There is no evidence before this court to say that the workman was the first person to be appointed as temporary bankman in Ernakulam north branch. There is equally no evidence to show that anyone of the temporary employees similarly appointed during 1993-94 was junior to him. There were similar temporary employees who were relieved of their duties at the end of their service period. The workman could examine one of them to prove that while the workman was retrenched his juniors were retained in the bank. WW2 the union office bearer who must be aware of the appointments in the bank has not stated that any junior employee was retained while the workman was retrenched. Therefore, I am not able to find that there is any violation of S.25G of I.D. Act.

15. It was then contended that S.25H of I.D. Act is violated. S.25H reads :

"Re-employment of retrenched workmen—Where any workmen are retrenched and the employer proposes to take into his employment any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons".

To attract this provision, first of all, the person claiming preference in recruitment should be a retrenched workman. I have already found that the claimant in this

case is not a retrenched workman coming within S-2(oo) of I.D. Act. So S.25H has no application. That apart, the recruitment to fill vacancies of bankman was made after termination of service of the workman. According to the management (See written statement) the workman had submitted an application in 1994 for recruitment to permanent post. The workman says that he had applied for the permanent post of the bankman as per notification in May, 1994 and he had attended the interview. But he is not aware of the result. According to the management as per the recruitment successful candidates were taken. Thus the workman was given opportunity to apply and appear for the selection to the permanent post of bankman. But he did not succeed. That is not the fault of management. Therefore, I find that there is no violation of S.25H of I.D. Act.

Thus, none of the provisions of I.D. Act, Bipartite Settlements or Sastry award are violated by the management. Point is answered accordingly.

16 Point Nos. (2) & (3) :

In view of the above findings it follows that the workman is not entitled for reinstatement, regularisation or for backwages or for any other relief.

In the result, an award is passed finding that the action of the management in terminating the service of Shri. V.J. Jayan, Casual Labour, Ernakulam North branch w.e.f. 18-04-94 is legal and justified and he is not entitled for any relief. The parties are directed to suffer their respective costs.

The award will take effect one-month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her corrected and passed by me on this the 19th day of March, 2008.

P. L. NORBERT, Presiding Officer
APPENDIX

Witnesses for the workman :—

WW1 - 01-01-2002 - Sri. V.J. Jayan.

WW2 - 05-08-2002 - Sri. M.P. Koshy (Evidence taken in I.D. No. 269/06)

Witness for the Management - Nil.

Exhibits for the Workman - Nil.

Exhibits for the Management - Nil.

नई दिल्ली, 27 मई, 2008

का.आ. 1421, - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार लाई कृष्णा बैंक लि. प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 41/2006), को प्रकाशित करती है, जो केंद्रीय सरकार को 27-05-08 को प्राप्त हुआ था।

[संख्या एल-12012/85/2004-आई. आर. (बी-1)]

एन. एस. चोरा, आर्थिक अधिकारी

New Delhi, the 27th May, 2008

S.O. 1421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2006) of Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the management of Lord Krishna Bank Ltd., and their workmen, received by the Central Government on 27-05-2008.

[No. L-12012/85/2004-IR(B-1)]
N. S. BORA, Economic Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**
**PRESENT : Shri P. L. Norbert, B. A., LL.B., Presiding
Officer**

(Wednesday, the 26th day of March, 2008/6th
Chaitra 1930)

I.D. 41/2006

I.D. 14/2004 of Labour Court, Ernakulam)

Union	: The General Secretary, Lord Krishna Bank Employees Union, Nair Samajam Building, Chendamangalam, Pin-683 512. By Adv. Shri Ashok B. Shenoy.
Management	: The Chairman, Lord Krishna Bank Ltd., Indian Express Building, Kaloor, Kochi-682 017.

By Advocate Shri Saji Varghese

This case coming up for hearing on 19-03-2008, this Tribunal-cum-Labour Court on 26-03-2008 passed the following:

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act, 1947. The reference is:—

"Whether the punishment of dismissal imposed to Mr. V. M. Ramakrishnan by the management of Lord Krishna Bank Ltd., is just, fair and correct? If not, to what relief Mr. V. M. Ramakrishnan is entitled to?"

2. The facts of the case in brief are as follows:—

Shri V. M. Ramakrishnan was a Deposit Collector of Dhanavardhana Savings Deposit at Chendamangalam branch of Lord Krishna Bank. While so, on 27-12-2001 Assistant Manager of the bank while verifying entries in the daily collection statement with Dhanavardhana Savings Deposit Account Collection Register, he found a sheet, numbered as pages 37 and 38, torn away. The workman was questioned by him. The torn sheet was recovered from workman's handbag. He was placed under suspension, a charge sheet was issued and an enquiry was ordered. In the domestic enquiry the workman was found guilty of misappropriation of money and acting prejudicial to the

interest of the bank and he was dismissed from service. That is challenged by the workman.

3. According to the union which has espoused the cause of the workman the enquiry is vitiated for violation of the principles of natural justice. The workman was denied opportunity to be defended by a lawyer despite the fact that the Presenting Officer was a legally trained person and a Senior Officer of the bank, that the enquiry proceedings were in English, but the workman was unable to understand it as he is illiterate, that the documents on the management side were marked without proof, that the summoned documents were not produced by the management, that the documents tendered by the workman were not marked and that the Enquiry Officer was acting with a biased mind and in a discriminatory manner. The findings of the Enquiry Officer are perverse. The punishment imposed is illegal and excessive. The family background and the extenuating circumstances of the workman were not considered by the Disciplinary Authority while imposing the punishment. The workman is without any job after suspension and the family is starving.

4. In the written statement the management contends that the Enquiry Officer conducted the enquiry complying with the principles of natural justice. The workman fully supported the enquiry. He was represented by the Secretary of the union. List of witnesses and documents on the management side were furnished to the workman. The witness of management was examined in the presence of workman and defence representative. He was cross examined by the defence. The workman was given opportunity to adduce evidence. However the defence representative stated that the defence had no witness and no documents. Defence was given opportunity to submit argument notes. But even after 10 days no arguments note was submitted. On the basis of the evidence the Enquiry Officer found the workman guilty of the charges. Considering the seriousness of the offence the disciplinary authority imposed the punishment of dismissal. The punishment is commensurate with the gravity of misconduct. No objection was raised by the workman or his defence representative during enquiry regarding conduct of the enquiry in English or non production of original documents. The defence representative had cross examined the witness in English. The documents marked were attested copies of originals. The workman is not entitled to be re-instated or punishment reduced.

5. In the light of the above contentions the following points arise for consideration:—

1. Is the enquiry proper?
2. Are the findings of Enquiry Officer correct?
3. To what relief, if any, the workman is entitled?

The evidence consists of the oral testimony of MW1 and Ext. M1. Enquiry file on the side of the management and no evidence on the side of defence.

6. Point No. 1 :—The validity of enquiry is questioned on 6 grounds.

(1) The enquiry proceedings were in English. But the workman is illiterate and was not able to follow the proceedings. It has come out in evidence that the workman was a matriculate at the time of enquiry. He was defended by defence representative, the Secretary of the union who was a graduate. MW1 has deposed before this court that at no point of time the defence had objected to the proceedings being conducted in English. More over the management witnesses were cross examined by defence representative in English. There is no merit in the contention now that the enquiry proceedings were in English which had handicapped the workman.

(2) The next grievance of the workman is that he was not allowed to be assisted by a lawyer in the enquiry. Though in the claim statement it is pleaded that the presenting officer was a law-graduate MW-1 does not admit it. But he says that the presenting officer is a post-graduate. Unless the presenting officer was a legally trained person or an advocate the defence could not have made a request to take the assistance of the lawyer on defence side. No such provision enabling the workman to take the assistance of the lawyer is pointed out by the union. Hence there is no illegality in denying legal assistance by a practising lawyer.

(3) According to the union 8 documents were marked by the Enquiry Officer without proving them through competent witnesses. MW 1 says that the documents marked were attested copies. However no objection was raised by the defence at the time of enquiry regarding marking. Moreover copies of documents were already furnished to the workman. I find from Ext. M1 Enquiry File that the documents marked were copies attested by the Branch Manager. Having not raised any objection before the Enquiry Officer there is no merit in raising such an objection before this court. The strict rule of evidence is not applicable to domestic enquiry and there is no illegality in marking attested copies.

(4) The union submits that the original documents available with management were not produced by them. Had they produced them they would have proved the innocence of the workman. However no such request for production of original documents was made by the union at the time of Enquiry. Therefore the management was not bound to produce the originals.

(5) The next contention of the union is that the documents tendered by the workman were not marked by the Enquiry Officer. But the proceedings of enquiry reveal that despite opportunity given to the workman to adduce evidence the defence representative submitted that the defence had neither witnesses nor documents. No documents were also produced. The contention of the union is without any basis.

(6) The last contention of the union is that the Enquiry Officer acted with a biased mind and in a

discriminatory manner. Other than the pleading in the claim statement no attempt was made to substantiate the contention. It is not explained in what manner the Enquiry Officer was biased and what was the discriminatory conduct of the Enquiry Officer. The allegation is baseless and warrants no consideration.

(7) The enquiry proceedings show that ample opportunity was given to the workman in defending the charges. He was assisted by the Secretary of the union. All throughout the enquiry the workman and defence representative were present. The management witnesses were cross examined. Copies of documents and witness list were furnished to the defence. More than 10 days time was given for submitting argument notes of the defence side. But no argument note was submitted. Thus the Enquiry Officer conducted the enquiry fully complying with the principles of natural justice and following the procedure for enquiry. There is no illegality or impropriety in the conduct of enquiry and hence the point is found against the union.

8. Point No. 2 :—The charge sheet levelled against the workman is contained at pages 1 and 2 of Ext. M1. The charge is that the workman after collecting Rs. 1,000 from account holder Sri K. F. Biju on 24-12-2001 failed to remit it in bank on the due date of 26-12-2001, which was the next working day. On 27-12-2001 when the Assistant Manager Sri K. F. Samuel verified the entries in the daily collection statement with D.S.D. Account Collection Register he found a sheet of the register removed by tearing it. Since the workman was the only deposit collector he was questioned. Workman then took out the torn away sheet from his bag saying that it was accidentally torn off. That sheet shown payment of Rs. 1,000 to the workman by account holder Biju. Though the amount was entered in the collection pass book issued to the customer the amount was not included in the D.S.D. daily collection statement and the amount was not remitted on 26-12-2001. Later the amount was remitted by the workman. Hence the bank alleges misappropriation of money and doing an act prejudicial to the interest of the bank.

9. One witness was examined and 8 documents were marked on the side of the management to prove the charges. Ext. M8 is a letter of the workman addressed to the Manager of the branch. He admits the guilt in unequivocal terms. It is signed by the workman. However the suggestion of the union when MW1 was in box was that the letter was obtained by the branch manager by force. MW1 denied it and said that it was a voluntary act. The suggestion of the union is an after thought. Ext. M8 is dated 28-12-2001. The charge sheet was given to the workman on 17-01-2002. He was asked to offer his explanation regarding the charges. But he did not submit any explanation. Had the letter been written due to coercion he was free to say so at least by replying to the charges. He was placed under suspension

on 17-01-2002 itself. Hence there was no difficulty for him to take any stand he wanted after the charge sheet was issued. Therefore there is no merit in the contention that he had admitted the guilt due to force or threat.

10. Ext. M1 (in Domestic Enquiry) is cash collection record in respect of DSD A/c No. 3242 of Sri. K. S. Biju. An amount of Rs. 1,000/- is seen collected on 24-12-2001. Ext. M3 is D.S.D. collection statement. The amount is not seen noted as collected on 24-12-2002 in Ext. M3. Ext. M4-2 is D.S.D. Account Collection Register (Photostat copy of torn away sheet) concerning the account of Sri Biju. Rs. 1,000/- is seen collected on 24-12-2001. The amount collected on 24-12-2001 had to be remitted in bank on the next day on 25-12-2001. But that being a holiday the amount should have been deposited on the next working day on 26-12-2001. However the amount was not remitted. The matter was reported to Deputy General Manager by the Branch Manager by Ext. 5 on 27-12-2001. The amount was remitted in the account of the customer by the workman on 27-12-2001. Through Ext. M7 withdrawal slip by debiting the account of the workman. The Assistant Manager Sri. K. F. Samuel was examined in the enquiry as the sole management witness (MW1) and he supported the charge against the workman. Apart from the records of the bank there is clear admission of the guilt in Ext. M8 letter of the worker. There is no contra evidence. The findings of Enquiry Officer are therefore in order and there is no reason to interfere with it.

11. Point No. 3 :—It was submitted by the learned counsel for the union that the workman was in service from 1975 to 26-07-2003 when he was dismissed from service. He worked about 28 years. His past is clean. He hails from a poor family background and he is the sole bread winner of the family. The amount involved is small. These circumstances should have been taken into consideration by the Disciplinary Authority while imposing a harsh punishment of dismissal from service. The learned counsel for the management argued that the small amount of money misappropriated is not a mitigating circumstance. The misconduct is grave in nature, whatever be the amount. However it is relevant to note that the workman Sri. Ramakrishnan was in service for long time of 28 years as deposit collector. There is no prior disciplinary action against him. The management has not doubted his integrity at any time prior to this incident or issued any memo to him on account of any lapses on his part. He has rendered long and good service until the unfortunate incident occurred. It is seen from Ext. M5 letter of the Branch Manager to D.G.M. that when the discrepancy was detected and workman was questioned he attempted to commit suicide in the bank itself by hanging himself on fan. The timely intervention of officers of the bank saved him. He regrets for the incident. After having spent long period in bank it is difficult for him to get another job at this old age. According to him he is jobless and his family is starving. Considering all these mitigating circumstances I think that the punishment imposed is excessive. I feel that the ends of justice will be served by converting dismissal into discharge with superannuation benefits.

In the result, an award is passed holding that the findings of Enquiry Officer is fair and proper, but the punishment of dismissal is converted into one of discharge with superannuation benefits.

Dictated to the Personal Assistant, transcribed and typed by her corrected and passed by me on this the 26th day of March, 2008.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Management

MW1—05-03-2007 Shri Pradap.

Exhibits for the Management

M1—Enquiry file.

नई दिल्ली, 27 मई, 2008

का.आ. 1422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार साऊथ सेंट्रल रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या 67/1999) को प्रकाशित करती है, जो केंद्रीय सरकार को 27-05-08 को प्राप्त हुआ था।

[सं. एल-41012/177/1998-आई आर (बी-1)]

एन. एस. बोरा, आर्थिक अधिकारी

New Delhi, the 27th May, 2008

S.O. 1422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/1999) of Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of South Central Railway, and their workmen, received by the Central Government on 27-05-2008.

[No. I-41012/177/1998-IR(B-1)]

N. S. BORA, Economic Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 5th May, 2008

PRESENT

Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 67/1999

I Party

Shri Abdulaziz,
S/o. Abdulwaheb,
C/o. A. I. Shideek,
Advocate, Patil Galli,
Hubli,
Karnataka State

II Party

The Chief Works Manager,
Hubli Workshops,
South Central Railway,
Hubli,
Karnataka State.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/177/98-IR(B-I) dated 4th May 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the Chief Works Manager, Workshop, South Central Railway, Hubli in dismissing the service of Shri Abdul Aziz A Shaiksanadi, Welder is justified ? If not, to what relief the concerned workman is entitled to ?"

2. A charge sheet dated 13-03-1993 issued to the first party workman alleging his unauthorized absence for 161 days between 01-01-1992 and 31-12-1992. A Domestic Enquiry was conducted and on the findings of the enquiry officer holding him guilty of misconduct of unauthorized absence, the Disciplinary Authority imposed the penalty of reduction to lower grade of pay of Rs. 990 in the scale of Rs. 950-1500 for a period of 36 months (NR) w.e.f. 1-03-1996. The first party being aggrieved by the said order appears to have preferred an appeal and to his misfortune the appellate authority instead of allowing his appeal to set aside the above punishment order replaced the said order with a punishment of removal from service. The first party then appears to have raised the dispute with the conciliation authority resulting into the present proceedings.

3. The first party by way of his claim statement challenged, in the first instance, the enquiry proceedings as conducted against the principles of natural justice, the enquiry findings suffering from perversity and the punishment order as unjust and illegal. His main contention rather the stand taken by him in his claim statement was to the effect that on account of his ill health, suffering from a disease called 'fits' he was forced to go on leave and submitted his leave letters with medical certificates for the leave period availed during the year 1992-93. Therefore, according to him his absence from duty was against the leave and on medical ground supported by medical certificates. Therefore, it cannot be held to be unauthorized absence.

4. Whereas, the management by its counter statement, came out with the case that the first party remained unauthorisedly absent from duty for the above said period without getting the leave sanctioned or without submitting any medical certificate from the Railway Doctors by whom he was supposed to take the treatment if he was suffering from any illness. The management also contended that the enquiry was conducted in accordance with the principles of natural justice, findings suffered from to perversity and that impugned punishment order passed by the appellate authority was legal and just keeping in view the gravity of the misconduct committed by the first party.

5. In the light of the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings this tribunal took up the said question as Preliminary Issue. During the course of trial of the said issue the management examined the enquiry officer

as MW1 and got marked 7 documents at Ex. M1 to M7. The first party did not evidenced on his behalf. After hearing the learned counsel for the respective parties, this tribunal by order dated 9-08-2005 recorded a finding to the effect that enquiry held against the first party by the second party is not fair and proper. Thereafter, on merits of the case the management examined its second witness as MW2 said to have been working as a Assistant Workshop Manager, South Western Railway, Hubli by filling his affidavit. His statement in the affidavit relevant for the purpose is to the effect that the first party during the year 1992 remained unauthorizedly absent from 1-01-1992 to 31-12-1992 and that he is a habitual unauthorized absentee. Thereafter, he gave the details about the enquiry conducted against him and the impugned punishment order passed by the Disciplinary Authority as well as the Appellate Authority. In his cross examination he denied the suggestion that his affidavit averments that the first party was a habitual absentee are false. It was elicited that the absence of the first party from duty in the year 1992 for about a period of 161 days was not continuous absence but in different periods and that charge sheet did not disclose the specific dates of his absence so also the counter statement filed by the management was silent on that. It was elicited that no separate notices were issued to the first party on each and every period of his absence whenever he resumed duty after the absence period. He admitted that whenever he (the first party) resumed duty he had produced medical certificate with leave letters on those occasions and those documents are not produced in the court. He admitted that there is a provision under the Railway Rules for different kinds of leave enabling the workman to remain absent on leave even for a period of one year. He was unable to say if the first party has many days of leave to his credit in the year 1992.

6. As against this the first party examined himself and got three documents marked namely the copy of his application before the ALC, the Objection Statement filed by the management and the copy of the failure report made by the ALC. In his cross examination his representation dated 25-04-1994 was marked at Ex. M8. In his cross examination it was elicited that he did not report for duty for a period of 161 days from 1-01-1992 to 31-12-1992 (it ought to have been between 1-01-1992 and 31-12-1992). The witness however, volunteered that he had gone on leave and stated that he had produced the documents before this tribunal for seeking the leave for the said period. It was elicited that he suffered from the fits disease throughout the year 1992. He admitted that as per the rules the railway employee must go to the railway Doctor if suffered from disease. He added to say that he had gone to the railway hospital but the doctor was not available. It was elicited that he had produced the documents for having suffered from the disease and for having taken treatment from the doctor during the year 1991.

7. Now, therefore, in the light of the aforesaid oral and documentary evidence, learned counsel for the management vehemently contended that the charge of unauthorized absence from duty for a period of 161 days during the year 1992 has been very much substantiated by

the management in the light of the statement of MW2 and in the light of the very admissions made by the first party in that regard. He contended that though the first party claimed to have submitted leave applications and medical certificates on very occasion of his remaining absent from duty, no document as such was produced supporting his contention. Therefore when there is no record to suggest that he remained absent from duty as against the leave, it is to be presumed that it was the absence from duty without getting the leave sanctioned and without due intimation to the authority concerned. Learned counsel further submitted if at all the first party suffered from any disease he was supposed to take the treatment from the doctors at railway hospitals and not from any private doctor.

8. Whereas, learned counsel for the first party submitted that mainly because the first party did not take the treatment from railway doctors, it cannot be said that he never suffered from any disease. He invited the attention of this tribunal to the statement of MW2 in his cross examination wherein in no uncertain terms he admitted that the first party used to produce private medical certificates with leave letters whenever he resumed the duty after remaining absent from duty. Learned counsel further contended that the charge of unauthorized absence against the first party itself is very vague and unspecific as admitted by the said witness of the management itself. He contended that when the first party remained absent on different occasions for a total period of 161 days in the year 1992, it was necessary for the management to come out with a specific case with specific periods shown in the charge sheet even if, no action was taken against the first party for his absence on each and every occasion.

9. On going through the records one thing which emerges out very clearly rather a fact which is not disputed by both the parties is that the first party was remaining absent from duty for a period of 161 days on different occasions in the year 1992. The first party though in his deposition before this tribunal stated that he has got the documents of seeking leave and medical certificates but did not produce any one to support his said statement. Therefore, in the absence of any document or any copy of leave application being produced by the first party much less the medical certificates, it is to be presumed that he remained absent from duty without prior intimation to the authority concerned and without getting his leave sanctioned. However, here is the case where the management witness himself admits in his cross examination that whenever the first party was resuming duty after remaining absent he was producing the private medical certificates with leave letters on those occasions. Therefore, having regard to the said admission made by the management witness itself, it becomes very difficult to

appreciate the management's contention that the first party was remaining absent from duty without getting the leave sanctioned or without producing the medical certificates. It is interesting to note that not a single document has been produced by the management before this tribunal except the self serving statement of MW2 in two sentences to say that absence of the first party was unauthorized. It was well argued for the first party that even the charge sheet issued against the first party was very much vague not disclosing the specific periods of absence except to say that the first party was remained absent from duty for a total period of 161 days between 01-01-1992 and 31-12-1992. Therefore, taking into consideration the aforesaid statement of MW2, the fact that no documents were produced by the management in support of the charge of misconduct levelled against the first party and not ignoring the fact that the first party also did not produce any paper to suggest that he remained absent from duty against the leave sanctioned and that he was producing medical certificates in support of his contention that his leave was on medical ground. It appears to be a fit case where lenient view can be taken against the first party by restoring the very same punishment which was imposed upon by the Disciplinary Authority with 40 per cent of the back wages from the date of original punishment order till the date of impugned punishment order passed by the Appellate Authority. He shall get 25 per cent of the back wages from the date of impugned punishment order till the date of his reinstatement with the benefit of continuity of service during the aforesaid period and other consequential benefits. Hence the following Award :

AWARD

The first party is hereby imposed with a punishment of penalty of reduction to the lower grade on pay of Rs. 990 in the scale of Rs. 950-1500 for a period of 36 months (NR) with effect from 01-03-1996.

The management is directed to reinstate the first party into its services in the said grade and scale of pay with 40 per cent of the back wages from the date of original punishment order passed by the Disciplinary Authority till the date of the impugned punishment order passed by the Appellate Authority. The management shall pay back wages at the rate of 25 per cent from the date of impugned punishment order till the date of his reinstatement with any consequential benefits for the period mentioned above. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 5th May 2008)

A. R. SIDDIQUI, Presiding Officer